

# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY



सं. 34]

नई दिल्ली, शनिवार, अगस्त 24, 2002/भाद्र 2, 1924

No. 34]

NEW DELHI, SATURDAY, AUGUST 24, 2002/BHADRA 2, 1924

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

राज्य सरकार के मंत्रालयों (रक्षा मंत्रालय की छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

गृह मंत्रालय  
(पुनर्वास प्रभाग)

नई दिल्ली, 13 अगस्त, 2002

MINISTRY OF HOME AFFAIRS  
(Rehabilitation Division)

New Delhi, the 13th August, 2002

का.आ. 2670:—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उप-धारा (1) द्वारा मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पंजाब सरकार के मानिटोरिंग मूल्यांकन अधिकारी को विस्थापित व्यक्ति (प्रतिकर और पुनर्वास) नियमावली, 1955 के नियम 2 के खंड (क) में यथा परिभाषित पंजाब राज्य के किसी ग्रामीण क्षेत्र में संपत्तियों (कृषि भूमि सहित) और क्षतिपूर्ति पूल के एक भाग के रूप में उक्त अधिनियम के द्वारा प्रेषण उसके अधीन किसी प्रबंध अधिकारी को सौंपे गए कार्यों के निष्पादन के उद्देश्य से प्रबंध अधिकारी के रूप में नियुक्त करती है।

[सं. 1(1)/96-बंदोबस्त]  
प्रवीर पाण्डेय, सचिव

S.O. 2670.—In exercise of the powers conferred on the undersigned by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints Monitoring Evaluation Officer of Government of Punjab as Managing Officer for the purpose of performing the functions assigned to a Managing Officer by or under the said Act in respect of properties (including agri-lands) in the State of Punjab in a rural area as defined in clause (1) of Rule 2 of the Displaced Persons (Compensation & Rehabilitation) Rules, 1955 and forming part of the compensation pool.

[No. 1(1)/96-Settlement]  
PRAVIR FANDEY, Dy. Secy.

वित्त मंत्रालय  
(राजस्व विभाग)

आदेश

नई दिल्ली, 25 जुलाई, 2002

स्टाम्प

का.आ. 2671:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पावर फाइनेंस कारपोरेशन लिमिटेड, नई दिल्ली को मात्र दो करोड़ सत्रह लाख पैंतालीस हजार पांच सौ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कारपोरेशन द्वारा (i) 31 मई, 2002 को आवंटित मात्र निम्नान्वे करोड़ चौरान्वे लाख रुपए के समग्र मूल्य के प्रत्येक एक-एक लाख रुपए के 00000001 से 00009994 तक की विशिष्ट संख्या वाले ऋण-पत्रों के स्वरूप के 9.10 प्रतिशत कराधेय असुरक्षित विमोच्य गैर-परिवर्तनीय बंधपत्रों (2009)—XIV श्रृंखला और (ii) 24 मई, 2002 को आवंटित मात्र पैंसठ करोड़ रुपए के समग्र मूल्य के प्रत्येक एक-एक लाख रुपए के 00000001 से 00006500 तक की और 16 मई, 2002 को आवंटित मात्र एक सौ पच्चीस करोड़ रुपए के समग्र मूल्य के प्रत्येक एक-एक लाख रुपए के 00000001 से 000012500 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप के 9.60 प्रतिशत असुरक्षित विमोच्य गैर-परिवर्तनीय कराधेय बांड (2017)—XIII श्रृंखला पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 39/2002-स्टाम्प एफ.सं. 33/55/2002-बिक]

आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 25th July, 2002

STAMPS

S.O. 2671.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Power Finance Corporation Limited, New Delhi to pay consolidated stamp duty of Rupees two crore seventeen lakh forty five thousand five hundred only chargeable on account of the stamp duty on (i) 9.10 per cent Taxable Unsecured Redeemable Non-Convertible Bonds (2009)—XIV Series in the nature of Debentures bearing distinctive numbers from 00000001 to 00009994 of Rupees one lakh each aggregating to Rupees ninety nine crore ninety four lakh only allotted on 31st May, 2002 and (ii) 9.60 per cent Unsecured Redeemable Non-Convertible Taxable Bonds (2017)—XIII Series in the nature of Debentures, bearing distinctive numbers from 00000001 to 000012500 of Rupees one lakh each aggregating to Rupees one hundred twenty five

crore only allotted on 16th May, 2002 and from 00000001 to 00006500 of Rupees one lakh each aggregating to Rupees sixty five crore only allotted on 24th May, 2002, by the said Corporation.

[No. 39/2002-Stamp/F. No. 33/55/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 29 जुलाई, 2002

स्टाम्प

का.आ. 2672:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 के उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा साउथ इण्डियन बैंक लिमिटेड, नई दिल्ली को मात्र अठारह लाख पचास हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा 15 मार्च, 2002 को आवंटित मात्र अठारह करोड़ पचास लाख रुपए के समग्र मूल्य के 001 से 1850 तक की विशिष्ट संख्या वाले प्रत्येक एक-एक लाख रुपए के प्रोमिसरी नोटों के स्वरूप वाले असुरक्षित, अपरिवर्तनीय बन्धपत्रों पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 42/2002-स्टाम्प/फा.सं. 33/56/2002-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 29th July, 2002

STAMPS

S.O. 2672.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the South Indian Bank Limited, New Delhi to pay consolidated stamp duty of Rupees eighteen lakh fifty thousand only chargeable on account of the stamp duty on unsecured non-convertible bonds in the nature of promissory notes of rupees one lakh each bearing distinctive numbers from 001 to 1850 aggregating to rupees eighteen crore fifty lakh only allotted on 15th March, 2002 by the said Bank.

[No. 42/2002-STAMP/F. No. 33/56/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 29 जुलाई, 2002

स्टाम्प

का.आ. 2673:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. अल्कोबेक्स मेटल्स लिमिटेड, नई दिल्ली को मात्र ग्यारह लाख सत्तर हजार पांच सौ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले

मात्र पन्द्रह करोड़ सत्तर लाख रुपए के समग्र मूल्य के ओ. सी. डी. 1 से 1570000 तक की विशिष्ट संख्या वाले प्रत्येक सौ-सौ रुपए के विमोच्य, सुरक्षित, गैरनिष्क रूप से परिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभाव्य है।

[सं. 40/2002-स्टाम्प/फा.सं. 33/57/2002-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

### ORDER

New Delhi, the 29th July, 2002

### STAMPS

S.O. 2673.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Alcobex Metals Limited, New Delhi to pay consolidated Stamp Duty of Rupees eleven lakh seventy seven thousand five hundred only chargeable on account of the Stamp Duty on Redeemable Secured optionally Convertible Debentures bearing distinctive numbers from OCD 1 to 1570000 of Rupees one hundred each aggregating to Rupees fifteen crore seventy lakh only, to be issued by the said Company.

[No. 40/2002-STAMP/F. No. 33/57/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 29 जुलाई, 2002

स्टाम्प

का.आ. 2674.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (i) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एन.डी.आर. पंजाब नेशनल बैंक, नई दिल्ली को मात्र तीन करोड़ सत्तर लाख रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा 18 जुलाई, 2002 को आवंटित मात्र तीन सौ नब्बे करोड़ रुपए के समग्र मूल्य के प्रत्येक दस-दस लाख रुपए के प्रोमिसरी नोटों के स्वरूप वाले असुरक्षित अपरिवर्तनीय, गौण, विमोच्य बन्धपत्रों पर स्टाम्प शुल्क के कारण प्रभाव्य है।

[सं. 41/2002-स्टाम्प/फा.सं. 33/58/2002-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

### ORDER

New Delhi, the 29th July, 2002

### STAMPS

S.O. 2674.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Punjab National Bank, New Delhi to pay consolidated Stamp duty of rupees three crore fifty seven lakh only chargeable on account of the Stamp duty on unsecured non-convertible subordinated redeemable bonds in the nature of promissory notes of rupees ten lakh each aggregating to rupees three

hundred ninety crore only allotted on 18th July, 2002 by the said Bank.

[No. 41/2002-STAMP/F. No. 33/58/2002-ST]

R. G. CHHABRA, Under Secy.

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 7 अगस्त, 2002

का.आ. 2675.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003, 2003-2004 और 2004-2005 तक के लिए नीचे पैरा 3 में उल्लिखित उद्यम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

(i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम 1961 की धारा 10(23-छ) के उपबन्धों के अनुरूप होगा और उनका अनुपालन करेगा;

(ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/औद्योगिक उपक्रम :—

(क) अवसंरचनात्मक सुविधा का जारी रखना बंद कर देता है, और

(ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उप नियम (7) द्वारा मथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा

(ग) आयकर नियमावली, 1962 के नियम, 2ड, के उप नियम (7) यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम है :—मैसर्स बी पी एल मोबाईल सेल्यूलर लिमिटेड, (पूर्व में बी पी एल यू.एस. वेस्ट सेल्यूलर लि. के नाम से ज्ञात) बी पी एल सेन्टर 1045/46 अविनाशी रोड, कोयम्बटूर-648018 को उनकी केरल तमिलनाडु (चेन्नई को छोड़कर लेकिन पांडिचेरी सहित), महाराष्ट्र (मुम्बई को छोड़कर लेकिन गोंया सहित) के सर्किलों में मोबाईल टेलीफोन सर्विस को परियोजना के लिए। (फा.सं. 205/57/98-आयकर नि.-II-खण्ड-I)

[अधिसूचना सं. 199/2002/फा.सं. 205/57/98-आयकर नि.-1 खण्ड-1

मंगीता गुप्ता, निदेशक (आयकर नि.-II)

(Central Board of Direct Taxes)

(Department of Economic Affairs)

New Delhi, the 7th August, 2002

(Banking Division)

New Delhi, the 14th August, 2002

S.O. 2675.—It is notified for general information that enterprise, listed at para (3) below has been approved by the Central Government for the purpose of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the Assessment Years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking:—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by Sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by Sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise approved is—M/s. BPL Mobile Cellular Limited, (formerly known as BPL US WEST CELLULAR LTD.) BPL Centre, 1045/46, Avinashi Road, Coimbatore-648018 for their project of Mobile Telephone Service in the Circles of Kerala, Tamil Nadu (excluding Chennai but including Pondicherry), Maharashtra (excluding Mumbai but including Goa (F. No. 205/57/98/ITA. II Vol. I).

[Notification No. 199/2002/F. No. 205/57/98-ITA. II Vol. I]

SANGEETA GUPTA, Director (ITA. II)

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 14 अगस्त, 2002

का.आ. 2676.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबन्ध) स्कीम, 1980 के खण्ड 3, खण्ड 5, खण्ड 6, खण्ड 7 के उपखण्ड (1) तथा 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अन्तर्ण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा द्रव्य शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक के परामर्श से एतद्वारा सिडिकेट बैंक के कार्य पालक निदेशक श्री एम.एस. कपूर को विजया बैंक के अध्यक्ष एवं प्रबंधक निदेशक के रूप में उनके प्रभार ग्रहण करने की तारीख से 31-3-2006 तक की अवधि के लिए नियुक्त करती है।

[फा.सं. 9/6/2002-बी.ओ.-1]

रमेश चन्द, अवर सचिव

S.O. 2676.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with Sub-clause (1) of Clause 3, Clause 5, Clause 6, Clause 7 and Sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. S. Kapur, Executive Director, Syndicate Bank as Chairman and Managing Director, Vijaya Bank for the period from the date of his taking charge and upto 31-3-2006.

[F. No. 9/6/2002-B.O.I]

RAMESH CHAND, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 13 अगस्त, 2002

का.आ. 2677.—केन्द्रीय सरकार, भारतीय मानक ब्यूरो अधिनियम, 1986 (1986 का 63) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री निर्मल सिंह भा.प्र. सेवा (तमिलनाडु: 70) को कार्यभार ग्रहण करने की तारीख से तीन साल की अवधि के लिए या अवधि आदेशों तक जो भी पहले हो, 22,400-525-24,500 रूपए के वेतनमान में भारतीय मानक ब्यूरो महानिदेशक के पद पर नियुक्त करती है।

[फा.सं. 2/24/2002-बी.आइ.एस.]

एस.एल. मीना, अवर सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 13th August, 2002

S.O. 2677.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Bureau of Indian Standards Act, 1986 (63 of 1986), the Central Government hereby appoints Shri Nirmal Singh, IAS (TN 70), as Director-General, Bureau of Indian Standards in the pay scale of Rs. 22,400-525-24,500, with effect from the date of his joining for a period of three years or until further orders, whichever event occurs earlier.

[F. No. 2/24/2002-BIS]

S. L. MEENA, Under Secy.



**स्वास्थ्य और परिवार कल्याण मंत्रालय**  
(स्वास्थ्य विभाग)

नई दिल्ली, 13 अगस्त, 2002

का.प्रा. 2678.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्न लिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-I में क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

47. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलूर	दंत शल्य चिकित्सा स्नातक ए.ई.सी.एस. मारुती कॉलेज ऑफ डेंटल साइंसेस एंड रिसर्च सेंटर, बंगलूर के बी.डी.एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यता प्राप्त अर्हता होगी यदि वह 31-12-2001 को या उसके बाद प्रदान की गई हो।	बी.डी.एस. राजीव गांधी यूनिवर्सिटी ऑफ हेल्थ साइंसेस, बंगलूर
--	--	---

[संख्या बी. 12018/10/2001-पी.एम. एस.]

एस. के. राव, निदेशक (एम. ई.)

**MINISTRY OF HEALTH and FAMILY WELFARE**

(Department of Health)

New Delhi, the 13th August, 2002

S. O. 2678.—In exercise of the power conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 47, and the entries relating thereto, the following entries shall be added, namely :

47. Rajiv Gandhi University of Health Sciences, Bangalore	Bachelor of Dental Surgery The dental qualification shall be recognized qualifications in respect of B.DS students of A.E.C.S. Maaruti College of Dental Sciences & Research Centre, Bangalore when granted on or after 31st December, 2001.	BDS Rajiv Gandhi University of Health Sciences, Bangalore.
---	---	---

[No. V. 12018/10/2001-PMS]

S. K. RAO, Director (ME)

नई दिल्ली, 13 अगस्त, 2002

का.प्रा. 2679.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय दंत परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

अनुसूची के भाग-I में क्रम संख्या 17 और उससे संबंधित प्रविष्टियों के सामने निम्न लिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

17. बंगलूर यूनिवर्सिटी, बंगलूर	दंत शल्य चिकित्सा स्नातक ए.ई.सी.एस. मारुती कॉलेज ऑफ डेंटल साइंसेस एंड रिसर्च सेंटर, बंगलूर के बी.डी.एस. छात्रों के संबंध में उक्त अर्हता तभी मान्यता-प्राप्त अर्हता होगी यदि वह 1996 को या उसके बाद प्रदान की गई हो।	बी.डी.एस. बंगलूर यूनिवर्सिटी, बंगलूर
--------------------------------	--	---

[संख्या बी. 12018/10/2001-पी.एम. एस.]

एस. के. राव, निदेशक (एम. ई.)

New Delhi, the 13th August, 2002

S. O. 2679.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part I of the Schedule against Serial Number 17, and the entries relating thereto, the following entries shall be added, namely :

17. Bangalore University, Bangalore	Bachelor of Dental Surgery	BDS
	The dental qualification shall be recognized qualifications in respect of BDS students of A.E.C.S. Maaruti College of Dental Sciences & Research Centre, Bangalore when granted on or after 1996.	Bangalore University, Bangalore.

[No. V. 12018/10/2001-PMS]  
S. K. RAO, Director (ME)

### कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 12 अगस्त, 2002

का.आ. 2680.—केन्द्रीय सरकार, कृषि मंत्रालय, कृषि अनुसंधान तथा शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में एतद्वारा भा.कृ.अ.प. के निम्नलिखित संस्थानों/केन्द्रों जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्तकर लिया है, को अधिसूचित करती है।

1. केन्द्रीय कटाई उपरांत अभियांत्रिकी एवं प्रौद्योगिकी संस्थान, लुधियाना।
2. राष्ट्रीय केला अनुसंधान केन्द्र, त्रिची।
3. केन्द्रीय समुद्री मात्स्यिकी अनुसंधान संस्थान का क्षेत्रीय केन्द्र, करवार, कनार (कर्नाटक)।
4. केन्द्रीय समुद्री मात्स्यिकी अनुसंधान संस्थान का क्षेत्रीय केन्द्र, कालिकट।
5. राष्ट्रीय कृषि वानिकी अनुसंधान केन्द्र, झांसी (उ.प्र.)
6. राष्ट्रीय कृषि अनुसंधान प्रबंध अकादमी, हैदराबाद।
7. राष्ट्रीय निम्ब जातीय फल अनुसंधान केन्द्र, नागपुर।
8. राष्ट्रीय अंगूर अनुसंधान केन्द्र, पुणे।
9. केन्द्रीय मृदा एवं जल संरक्षण अनुसंधान एवं प्रशिक्षण संस्थान, त्रेहरादून।

10. केन्द्रीय मृदा एवं जल संरक्षण अनुसंधान एवं प्रशिक्षण संस्थान का क्षेत्रीय केन्द्र, चण्डीगढ़।
11. केन्द्रीय मृदा एवं जल संरक्षण अनुसंधान एवं प्रशिक्षण संस्थान का क्षेत्रीय केन्द्र, कोटा।
12. केन्द्रीय मृदा एवं जल संरक्षण अनुसंधान एवं प्रशिक्षण संस्थान का क्षेत्रीय केन्द्र, वामेद।
13. केन्द्रीय मृदा एवं जल संरक्षण अनुसंधान एवं प्रशिक्षण संस्थान का क्षेत्रीय केन्द्र, भागलपुर।
14. केन्द्रीय मृदा एवं जल संरक्षण अनुसंधान एवं प्रशिक्षण संस्थान का क्षेत्रीय केन्द्र, दतिया।
15. भा.कृ.अ.प. का अनुसंधान परिसर, गोवा।
16. भारतीय मसाला अनुसंधान संस्थान, कालिकट।
17. राष्ट्रीय सब्जी अनुसंधान संस्थान, वाराणसी।
18. राष्ट्रीय औषधीय एवं संग्रहीय पादप अनुसंधान केन्द्र, आनंद (गुजरात)।
19. राष्ट्रीय खरपतवार विज्ञान अनुसंधान केन्द्र, जबलपुर

[सं. 13-2/2002-हि.]

एम.सी. चंद, अवर सचिव

### MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 12th August, 2002

S.O. 2680.—In pursuance of Sub-rule 4 Rule 10 of the Official Language (Use of Official Language of the Union) Rules, 1976, the Central Government, Ministry of Agriculture, Department of Agricultural Research and Education hereby notifies

following institutes/centres of ICAR where more than 80 per cent of staff have acquired the working knowledge of Hindi.

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 12 अगस्त, 2002

1. Central Institute of Post Harvest Engineering and Technology, Ludhiana, Punjab.
2. National Research Centre for Banana, Trichy, Tamilnadu.
3. Regional Centre of CMFRI, Karwar Kanar, Karnataka.
4. Regional Centre of CMFRI, Calicut, Kerala.
5. National Research Centre for Agro Forestry Jhansi, U.P.
6. National Academy of Agricultural Research Management, Hyderabad, A.P.
7. National Research Centre for CITRUS, Nagpur, Maharashtra.
8. National Research Centre for Grapes, Pune, Maharashtra.
9. Central Soil and Water Conservation Research and Training Institute (CSWCRTI) Dehradun, Uttaranchal.
10. Regional Centre of CSWCRTI, Chandigarh.
11. Regional Centre of CSWCRTI, Kota.
12. Regional Centre of CSWCRTI, Vasad.
13. Regional Centre of CSWCRTI, Agra.
14. Regional Centre of CSWCRTI, Datia.
15. ICAR Research Complex for Goa.
16. Indian Institute of Spices Research, Calicut, Kerala.
17. National Institute of Vegetable Research, Varanasi, U.P.
18. National Research Centre for Medicinal and Aromatic Plants BORIAVI, ANAND, Gujarat.
19. National Research Centre for Weed Science, Jabalpur, M.P.

का.आ. 2681.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय के अधीन राष्ट्रीय जैव उर्वरक विकास केन्द्र, गाजियाबाद के निम्नलिखित कार्यालय को जिसके 80% कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

क्षेत्रीय जैव उर्वरक विकास केन्द्र,

राज्य कृषि फार्म,

डाकघर-मंत्री पोखरी,

इम्फाल-795002.

[संख्या 3-2/2002-हिन्दी नीति]

सतीश चन्द्र, संयुक्त सचिव

(Department of Agriculture & Cooperation)

New Delhi, the 12th August, 2002

S.O. 2681.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rule, 1976, the Central Government hereby notifies the following office of the National Biofertilizer Development Centre, Ghazipur, under the control of the Department of Agriculture and Cooperation, Ministry of Agriculture, 80 per cent staff whereof have acquired the working knowledge of Hindi :—

Regional Biofertilizer Development Centre,

State Agriculture Farm,

P.O. Mantri Pokhri,

IMPHAL-795 002.

[No. 13-2/2002-Hindi.]

M. C. CHAND, Under Secy.

[No. 3-2/2002-Hindi Neeti]

SATISH CHANDER, Jt. Secy.

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

मुख्य-पत्र

नई दिल्ली, 14 अगस्त, 2002

का.जा. 2682.—डाक विभाग में संपदा अधिकारियों के तौर पर नियुक्त केन्द्रीय सरकार के राजपत्रित अधिकारियों के संबंध में भारत के राजपत्र के भाग-II 3(ii) दिनांक 11-9-1993 में प्रकाशित अधिसूचना और एत.ओ.सं. 3209, 3210 और 3211 दिनांक 15-2-1995 द्वारा प्रकाशित अधिसूचना के माध्यम से जारी संशोधनों में, दिल्ली डाक सर्किल के संबंध में निम्न-लिखित बदलाव और किए जाएं:—

क्र.सं.	डाक सर्किल का नाम	अधिकारियों का पदनाम	क्षेत्राधिकार	टिप्पणी
1.	दिल्ली	सहायक निदेशक (पीजी), मुख्य पोस्टमास्टर जनरल का कार्यालय, दिल्ली सर्किल, दिल्ली	दिल्ली	

[सं. 2-119/90-भवन]

राजेंद्र कुमार, सहायक महाविदेशक  
(भवन)

## MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Posts)

## CORRIGENDUM

New Delhi, the 14th August, 2002

S. O. 2682.—In the Notification published in the Gazette of India in Part-II 3(ii) dated 11-9-1993 in respect of the Central Govt. Gazetted Officers appointed to act as Esatte Officers in the Department of Posts and amendments issued vide Notification published with S. Nos. 3209, 3210 & 3211 dated 15-2-1995, the following further change may be made in respect of Delhi Postal Circle :

S. No.	Name of Postal Circle	Designation of the Officers	Territorial Jurisdiction	Remarks
1.	Delhi	Assistant Director (PG), O/o Chief Postmaster General, Delhi Circle, Delhi	Delhi	

[ No. 2-119/90-Bldgs.. ]

RAJINDER KUMAR, Asstt. Director Genl. (Bldgs)

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 अगस्त, 2002

का. आ. 2683.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) तारीख 21 जुलाई, 2001 में पृष्ठ 3507 से 3516 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 1706 तारीख 16 जुलाई, 2001 में निम्नलिखित संशोधन करती है, अर्थात् -

उक्त अधिसूचना की अनुसूची में :-

- (i) पृष्ठ 3508 पर - ग्राम तेनीवाड़ा में,  
सर्वे संख्या 124/2 के सामने क्षेत्रफल "0-00-78" के स्थान पर "00-05-68" रखें
- (ii) पृष्ठ 3514 पर - ग्राम तेनीवाड़ा में,  
सर्वे संख्या 129 के सामने क्षेत्रफल "0-18-51" के स्थान पर "0-20-90" रखें

[फा. सं. आर-25011/21/2001-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

## Ministry of Petroleum and Natural Gas

New Delhi, the 16th August, 2002

**S. O. 2683.**—In exercise of the powers conferred by the sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amends the notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. number 1706 date 16<sup>th</sup> July, 2001 published in the Gazette of India, Part-II, Section 3. Sub-section (ii) at pages 3507 to 3516 on 21<sup>st</sup> July, 2001 as follows, namely : -

In the schedule to the said notification

- (i) at TENIWADA Village on Page 3513, against Survey No.124/2 for the area "0-00-78" substitute "0-05-68";
- (ii) at TENIWADA Village on Page 3514, against Survey No. 129 for the area "0-18-51" substitute "0-20-90".

[No. R-25011/21/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 16 अगस्त, 2002

का. आ. 2684.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) पृष्ठ 4863-4902 तारीख 15 सितम्बर, 2001 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना सं. का.आ. 2360 तारीख 10 सितम्बर, 2001 में निम्नलिखित संशोधन करती है अर्थात् -

उक्त अधिसूचना में निम्नलिखित शीर्षक के अधीन,

(क) ग्राम चामुन्देरी - पृष्ठ 4865 पर

1. खसरा संख्या 2700 मिन के सामने '0-10-47' क्षेत्र के स्थान पर '0-11-51' क्षेत्र रखें;

(ख) ग्राम भन्दर - पृष्ठ 4867 पर

1. खसरा संख्या 1293 के सामने, '0-05-31' क्षेत्र के स्थान पर '0-05-76' क्षेत्र रखें;
2. खसरा संख्या 1290 के सामने, '0-06-72' क्षेत्र के स्थान पर '0-06-75' क्षेत्र रखें;
3. खसरा संख्या 1289 के सामने, '0-10-08' क्षेत्र के स्थान पर '0-10-19' क्षेत्र रखें;
4. खसरा संख्या 1250 के सामने, '0-13-68' क्षेत्र के स्थान पर '0-13-77' क्षेत्र रखें;
5. खसरा संख्या 613 के सामने, '0-04-86' क्षेत्र के स्थान पर '0-29-28' क्षेत्र रखें;
6. खसरा संख्या 888 के सामने, '0-11-96' क्षेत्र के स्थान पर '0-13-32' क्षेत्र रखें;

[का. सं. आर-25011/33/2001-ओ.आर-1]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 16th August, 2002

**S. O. 2684.**— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amends the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2360 dated 10<sup>th</sup> September, 2001 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) at pages 4863 to 4902 on 15<sup>th</sup> September, 2001 as follows, namely:-

**In the said notification, under heading :-**

(a) Village : CHAMUNDERI, at Page 4885

against Khasara No. 2700 Min for the area 0-10-47 substitute 0-11-51 ;

(b) Village BHANDAR, at Page 4887

- (1) against Khasara No. 1293 for the area 0-05-31 substitute 0-05-76 ;
- (2) against Khasara No. 1290 for the area 0-06-72 substitute 0-06-75 ;

- (3) against Khasara No. 1289 for the area 0-10-08 substitute 0-10-19 ;
- (4) against Khasara No. 1250 for the area 0-13-68 substitute 0-13-77;
- (5) against Khasara No. 613 for the area 0-04-86 substitute 0-29-28;
- (6) against Khasara No. 888 for the area 0-11-96 substitute 0-13-32

[No. R-25011/33/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 16 अगस्त, 2002

का. आ. 2685.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संयर्द्धन के कार्यान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री सुनील शर्मा, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (संयर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानंद नगर, गोपालपुरा बाई-पास, जयपुर राजस्थान - 302 018 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तहसील : बाली	जिला : पाली	राज्य : राजस्थान		
गाँव का नाम	खसरा सं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
नाना	184/4171/4211	0	16	38
	265 मिन	0	09	36
वीरमपुरा	1875	0	03	22
भन्दर	608	0	00	64
	607	0	10	16
	611	0	10	80
	612	0	00	60
	618	0	07	74
	972	0	01	37
	971	0	17	62
	970	0	00	20
	968	0	00	28
	966	0	05	21
	945	0	03	44
	962	0	00	20
	965	0	04	03
	946	0	12	56
	947	0	11	56
बेडा	3741/1मिन	0	46	78
लुनावा	201/1	0	01	02
सेसली	812	0	00	40
सादलवा	114/5	0	09	69
भीटवाड़ा	1299	0	00	20

[फा. सं. आर-25011/33/2001-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 16th August, 2002

S. O. 2685.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline may be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam – Chaksu, Chaksu – Panipat and Chaksu – Mathura sections of Salaya – Mathura Pipeline System".

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;



Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri.Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Gopal Pura Bye-Pass, Jaipur – 302 018.

#### SCHEDULE

Tehsil : BALI		District : PALI		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
NANA	184/4171/4211	0	16	38	
	265Min	0	09	36	
VIRAMPURA	1875	0	03	22	
BHANDAR	608	0	00	64	
	607	0	10	16	
	611	0	10	80	
	612	0	00	60	
	618	0	07	74	
	972	0	01	37	
	971	0	17	62	
	970	0	00	20	
	968	0	00	28	
	966	0	05	21	
	945	0	03	44	
	962	0	00	20	
	965	0	04	03	
	946	0	12	56	
	947	0	11	56	
BERA	3741/1Min	0	46	78	
LUNAWA	201/1	0	01	02	
SESLI	812	0	00	40	
SADALWA	114/5	0	09	69	
BHEETWARA	1299	0	00	20	

नई दिल्ली, 16 अगस्त, 2002

का. आ. 2686.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) तारीख 3 नवम्बर, 2001 के पृष्ठ 6218 से 6254 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना सं. का.आ. 2961 तारीख 2 नवम्बर, 2001 में निम्नलिखित संशोधन करती है, अर्थात् -

उक्त अधिसूचना में निम्नलिखित शीर्षक के नीचे

पृष्ठ 6234 पर - ग्राम भावशिया

1. खसरा संख्या 395 के सामने क्षेत्रफल '0-01-13' के स्थान पर '0-01-85' रखें

पृष्ठ 6235 पर - ग्राम सूरजपुरा

1. खसरा संख्या 457 के सामने क्षेत्रफल '0-03-60' के स्थान पर '0-04-17' रखें

[फा. सं. आर-25011/39/2001-ओ.आर-I]

एस.एस. केमवाल, अपर सचिव

New Delhi, the 16th August, 2002

S. O. 2686.— In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amends the Notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2961 dated 2<sup>nd</sup> November, 2001 published in the Gazette of India, Part-II, Section 3, sub-section (ii) at pages 6218 to 6254 on 3<sup>rd</sup> November, 2001 in the following manner namely:-

**In the said notification, under heading :**

**Village : MAWSHIYA at Page 6252 ~**

1. Against Khasara No.395 for the area 0-01-13 substitute 0-01-85'

**Village : SURAJPURA at Page 6253 ~**

1. Against Khasara No.457 for the area 0-03-60 substitute 0-04-17'

[No. R-25011/39/2001-O.R.-I]

S.S. KEMWAL, Under Secy.

नई दिल्ली, 16 अगस्त, 2002

का. मा. 2687.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत और चाकसू-मथुरा सेक्शनों के संवर्द्धन के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री सुनील शर्मा, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानंद नगर, गोपालपुरा बाई-पास, जयपुर राजस्थान - 302 018 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तहसील : नसीराबाद		जिला : अजमेर		राज्य : राजस्थान	
गाँव का नाम	खसरा सं.	क्षेत्रफल			वर्ग मीटर
		हेक्टेयर	एयर		
1	2	3	4		5
सबोद	4664	0	20		98
	4700	0	28		75
	4701	0	04		20
	4703	0	01		42
मावशिया	1535 मिन	0	08		45
	1500 मिन	0	04		91
	350 मिन	0	09		88
सुरजपुरा	459 मिन	0	03		55

New Delhi, the 16th August, 2002

S. O. 2687.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Crude Oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline may be laid by the Indian Oil Corporation Limited for implementing the "Augmentation of Viramgam – Chaksu, Chaksu – Panipat and Chaksu – Mathura sections of Salaya – Mathura Pipeline System".

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Gopal Pura Bye-Pass, Jaipur – 302 018.

## SCHEDULE

Tehsil : NASIRABAD		District : AJMER		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
SANOD	4664	0	20	98	
	4700	0	28	75	
	4701	0	04	20	
	4703	0	01	42	
MAWSHIYA	1535 Min	0	08	45	
	1500 Min	0	04	91	
	350 Min	0	09	88	
SURAJPURA	459 Min	0	03	55	

नई दिल्ली, 20 अगस्त, 2002

क्र. आ. 2688.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि विद्यमान मथुरा-जालन्धर पाइपलाइन से मथुरा से टुण्डला तक पेट्रोलियम पदार्थों के परिवहन के लिए एक ब्रांच पाइपलाइन इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए ;

और ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, से इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री देवेन्द्र दीक्षित, सक्षम प्राधिकारी, मथुरा-टुण्डला पाइपलाइन परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड (मार्केटिंग डिवीजन), डिवीजनल कार्यालय बिल्डिंग-65/2, संजय प्लेस, आगरा (उत्तर प्रदेश) को लिखित रूप से आक्षेप भेज सकेगा ।

## अनुसूची

तहसील : ऐत्मादपुर		जिला : आगरा		राज्य : उत्तरप्रदेश
गाँव का नाम	खसरा सं०	क्षेत्रफल		
		हैक्टेयर	आर	वर्गमीटर
1	2	3	4	5
धौरूऊ	153	00	11	40
	154	00	10	06
	223	00	06	03
	224	00	11	40
	256	00	01	34
तहसील : मथुरा		जिला: मथुरा		
नगला आजम खादर				
	40	00	39	74
	43	00	13	72

[फा. सं. आर-25011/18/2002-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S. O. 2688.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mathura to Tundla, a branch pipeline should be laid from the existing Mathura - Jalandhar Pipeline by Indian Oil Corporation Limited;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri Devendra Dixit, Competent Authority, Mathura-Tundla Pipeline project, Indian Oil Corporation Limited (Marketing Division), Divisional Office Building-65/2, Sanjay Place, Agra (Uttar Pradesh).

## Schedule

Tehsil - Eitmadpur		District - Agra		State - Uttar Pradesh	
Name of Village	Khasara No.	Area			
		Hectare	Are	Square Metre	
1	2	3	4	5	
Dhaurau	153	00	11	40	
	154	00	10	06	
	223	00	06	03	
	224	00	11	40	
	256	00	01	34	

Tehsil- MathuraDistrict- Mathura

## Nagla Azam Khadar

40	00	39	74	
43	00	13	72	

नई दिल्ली, 20 अगस्त, 2002

**का. आ. 2689.**— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 691 तारीख 28 फरवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में इंडियन ऑयल कॉरपोरेशन लि० द्वारा गुजरात राज्य में विरमगाम से कोयली तक अपरिष्कृत तेल के परिवहन के लिए सलाया मथुरा पाइप लाइन प्रणाली के विरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 01 अप्रैल, 2002 को उपलब्ध करा दी गई थीं

और, तक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन की अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग का अधिकार अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लिंगों से मुक्त इंडियन ऑयल कॉरपोरेशन लिमिटेड में निहित होगा।

### अनुसूची

तालुका : पेटलाद		जिल्ला : आणंद		राज्य : गुजरात		
गाँव का नाम	सर्वे संख्या	क्षेत्रफल				
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
बामरोली	955		0	03	03	
	942		0	02	51	
	943		0	04	48	
	944		0	05	81	
	945		0	02	26	
	941	2	0	04	05	
	941	1	0	03	85	
	857		0	07	74	

1	2	3	4	5	6
	858		0	08	56
	855		0	16	30
	862		0	11	27
	863		0	00	20
	864		0	13	97
	865		0	03	63
	851		0	00	20
	850		0	13	82
	849		0	07	07
	848		0	00	59
	833		0	23	15
	834		0	02	86
	835		0	00	20
	832		0	15	51
	788		0	09	53
संजाया	207		0	05	06
	208		0	27	63
	209		0	00	20
	214		0	02	71
	215		0	05	65
	216		0	08	47
	217		0	07	56
	308		0	03	58
	299		0	03	28
	300		0	13	71
	301		0	00	65
	297		0	03	11
	296		0	08	22
	291		0	12	91
	295		0	00	47
	282		0	00	89
	292		0	05	36
	281		0	17	55
	280		0	05	50
	365		0	02	57
	377		0	10	82
	378		0	09	92
	380		0	14	58
	383		0	00	85
	381		0	02	60
	382		0	08	65
	676A		0	00	20
	675A		0	07	92
	402		0	09	37
	402A		0	01	97
	403		0	00	20
	403A		0	10	00



1	2	3	4	5	6
	661		0	02	60
	407		0	01	86
	409		0	04	21
	410		0	04	47
	412		0	05	15
	411		0	00	20
	414		0	11	38
	415		0	13	57
	420		0	00	20
	421		0	00	96
	496		0	02	10
	495		0	09	57
	498A		0	00	24
	498		0	00	20
	507		0	09	16
	505		0	13	85
	504		0	00	34
	510		0	04	07
	544		0	00	34
पाडगोल	309		0	01	37
	311		0	09	73
	313		0	08	37
	316		0	18	57
	385		0	00	67
	386		0	02	16
	400		0	07	56
	401		0	01	42
	402		0	01	18
	405		0	04	27
	404		0	00	88
	408		0	12	48
	410		0	15	07
	409		0	01	14
	411		0	00	20
रावली	549		0	30	10
	548		0	12	24
	545		0	00	82
	552		0	00	20
	551		0	21	80
	554		0	11	07
	555		0	07	26
	561		0	27	79
	562		0	01	93
	556		0	07	14
	517		0	18	91
	497		0	07	29
	498		0	16	12
	499		0	12	30

1	2	3	4	5	6
	438		0	19	78
	436		0	16	29
	435		0	04	22
	399		0	12	54
	431		0	05	39
	403		0	30	70
	405		0	02	37
	408		0	25	73
	406		0	00	98
	407		0	34	23
	344		0	18	28
	343		0	14	51
	342		0	00	20
घुन्टेली	65		0	07	37
	73		0	01	86
	85		0	09	15
	84		0	10	94
	81		0	18	44
	82		0	05	14
	113		0	00	67
	112		0	01	42
	111		0	09	13
	116		0	08	63
	117		0	08	62
	125		0	04	56
	126		0	19	16
	128		0	00	92
	129		0	13	81
	136		0	11	38
	135		0	14	69
	154		0	17	75
	152		0	02	83
	206		0	12	78
	205		0	10	82
मोरङ	163		0	28	70
	165		0	00	20
	454		0	37	75
	467		0	51	13
	475		0	08	09
	498		0	08	48
	497		0	22	15
	536		0	14	01
	533		0	40	84
	573		0	11	49
	572		0	26	77
	584		0	07	90
	586		0	12	54

1	2	3	4	5	6
	587		0	13	71
	624		0	20	27
	647		0	16	27
	646		0	01	11
	645		0	07	59
	648		0	13	59
	640		0	14	97
बोरीया	347		0	18	13
	348		0	09	37
	351		0	06	53
	352		0	23	07

[ फा. सं. आर-25011/3/2002-ओ.आर-I ]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S. O. 2689.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 691 dated the 28<sup>th</sup> February, 2002 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines ( Acquisition of Right of User in Land ) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, copies of the said notification were made available to the public on 01/04/2002;

And whereas, the Competent Authority has under sub-section (1) of section of 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

**SCHEDULE**

Taluka : PETLAD		District : ANAND		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
BAMROLI	955		0	03	03
	942		0	02	51
	943		0	04	48
	944		0	05	81
	945		0	02	26
	941	2	0	04	05
	941	1	0	03	85
	857		0	07	74
	858		0	08	56
	855		0	16	30
	862		0	11	27
	863		0	00	20
	864		0	13	97
	865		0	03	63
	851		0	00	20
	850		0	13	82
	849		0	07	07
	848		0	00	59
	833		0	23	15
	834		0	02	86
	835		0	00	20
	832		0	15	51
	788		0	09	53
SANJAYA	207		0	05	06
	208		0	27	63
	209		0	00	20
	214		0	02	71
	215		0	05	65
	216		0	08	47
	217		0	07	56
	308		0	03	58
	299		0	03	28
	300		0	13	71
	301		0	00	65
	297		0	03	11
	296		0	08	22
	291		0	12	91
	295		0	00	47
	282		0	00	89
	292		0	05	36
	281		0	17	55
	280		0	05	50
	365		0	02	57
	377		0	10	82

1	2	3	4	5	6
	378		0	09	92
	380		0	14	58
	383		0	00	85
	381		0	02	60
	382		0	08	65
	676A		0	00	20
	675A		0	07	92
	402		0	09	37
	402A		0	01	97
	403		0	00	20
	403A		0	10	00
	661		0	02	60
	407		0	01	86
	409		0	04	21
	410		0	04	47
	412		0	05	15
	411		0	00	20
	414		0	11	38
	415		0	13	57
	420		0	00	20
	421		0	00	96
	496		0	02	10
	495		0	09	57
	498A		0	00	24
	498		0	00	20
	507		0	09	16
	505		0	13	85
	504		0	00	34
	510		0	04	07
	544		0	00	34
<b>PADGOL</b>	309		0	01	37
	311		0	09	73
	313		0	08	37
	316		0	18	57
	385		0	00	67
	386		0	02	16
	400		0	07	56
	401		0	01	42
	402		0	01	18
	405		0	04	27
	404		0	00	88
	408		0	12	48
	410		0	15	07
	409		0	01	14
	411		0	00	20
<b>RAVALI</b>	549		0	30	10
	548		0	12	24

1	2	3	4	5	6
	545		0	00	82
	552		0	00	20
	551		0	21	80
	554		0	11	07
	555		0	07	28
	581		0	27	79
	562		0	01	93
	556		0	07	14
	517		0	18	91
	497		0	07	29
	498		0	16	12
	499		0	12	30
	438		0	19	78
	436		0	16	29
	435		0	04	22
	399		0	12	54
	431		0	05	39
	403		0	30	70
	405		0	02	37
	408		0	25	73
	406		0	00	98
	407		0	34	23
	344		0	18	28
	343		0	14	51
	342		0	00	20
GUNTELI	65		0	07	37
	73		0	01	86
	85		0	09	15
	84		0	10	94
	81		0	18	44
	82		0	05	14
	113		0	00	67
	112		0	01	42
	111		0	09	13
	116		0	08	63
	117		0	08	62
	125		0	04	56
	126		0	19	16
	128		0	00	92
	129		0	13	81
	136		0	11	38
	135		0	14	69
	154		0	17	75
	152		0	02	83
	206		0	12	78
	205		0	10	82
	163		0	28	70
	165		0	00	20

1	2	3	4	5	6
<b>MORAD</b>	454		0	37	75
	487		0	51	13
	476		0	08	09
	498		0	08	48
	497		0	22	15
	536		0	14	01
	533		0	40	84
	573		0	11	49
	572		0	26	77
	584		0	07	90
	586		0	12	54
	587		0	13	71
	624		0	20	27
	647		0	16	27
	646		0	01	11
	645		0	07	59
	648		0	13	59
	640		0	14	97
<b>BORIYA</b>	347		0	18	13
	348		0	09	37
	351		0	06	53
	352		0	23	07

[No. R-25011/3/2002-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 20 अगस्त, 2002

का. आ. 2690.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली, सेक्शन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उस भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर.एम. पंड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन प्रभाग) पो.बा.सं. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप कर सकेगा।

## अनुसूची

तालुका : पेटलाद		जिल्ला : आणंद		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
संजाया	506		0	04	48
	503		0	12	46
	518		0	07	85
	517		0	06	77
	513		0	00	20
	512		0	12	75
	543		0	09	22

[फा. सं. आर-25011/3/2002-ओ.आर-1]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S. O. 2690.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation Petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

## SCHEDULE

Taluka : PETLAD		District : ANAND		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
SANJAYA	506		0	04	48
	503		0	12	46
	518		0	07	85
	517		0	06	77
	513		0	00	20
	512		0	12	75
	543		0	09	22

[No. R-25011/3/2002-O.R.-I]

S.S. KEMWAL, Under Secy



नई दिल्ली, 20 अगस्त, 2002

**का. आ. 2691.**— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या 295 तारीख 30 जनवरी, 2002 जो भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) तारीख 2 फरवरी, 2002 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में विरमगाम से कोयली तक सलाया मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली सेक्शन के संवर्धन के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 18 फरवरी, 2002 को उपलब्ध करा दी गई थी;

और संक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइप लाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग का अधिकार पाइप लाइन बिछाने के लिए अर्जित किया जाता;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए सभी वित्तीयगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

## अनुसूची

तालुका : विरमगाम		जिल्ला : अहमदाबाद		राज्य : गुजरात		
गोंव का नाम	सर्वे संख्या	क्षेत्रफल				
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
हंसलपुर सेरेश्वर	28+28+29		0	03	99	
	946		0	02	45	
	945		0	05	37	
	938		0	09	08	
	938		0	11	08	
	920		0	08	30	
	921		0	04	17	
	827		0	08	30	
	825		0	03	52	
	798		0	07	07	
	798	2	0	08	76	
	799		0	04	52	
	719		0	05	03	
	709+710		0	07	32	
	700		0	07	47	
	698		0	08	11	
	695		0	10	48	
	686	1	0	04	06	
	685	1	0	13	73	
	645	1	0	01	22	
	663		0	07	79	
	664	4	0	04	45	
	665		0	08	16	
	666		0	07	15	
	667	1+2	0	00	60	
	668	1	0	02	76	
	668	2	0	06	07	
	677	2	0	04	43	
	674		0	02	57	
	1025		0	02	94	
	सोकली	160		0	04	91
		161		0	00	29
		174		0	11	59
176			0	08	61	
177			0	04	64	
178			0	13	83	
182			0	01	01	
185			0	04	22	
184			0	05	42	
187			0	08	72	
जखवाडा	769		0	06	87	

1	2	3	4	5	6
	778		0	07	63
	777		0	03	69
	776		0	04	70
	775		0	02	54
	779		0	03	54
	758		0	04	29
	756		0	04	78
	757		0	07	05
	753/A		0	14	00
	687		0	04	16
	688		0	04	90
	689		0	06	90
	690		0	10	47
	668		0	03	87
	667		0	03	31
	693		0	00	59
	666		0	08	83
	665		0	05	03
	575		0	01	41
	578		0	09	34
	570		0	12	72
	569		0	04	30
	567		0	19	32
	566		0	03	98
	562		0	05	32
	528		0	07	64
	524		0	14	90
	523		0	00	25
	514		0	04	21
	513		0	05	64
	512		0	00	42
	503		0	04	40
शियाल (कल्यानपुर)	116		0	05	92
	117		0	05	22
	118		0	00	09
	148		0	12	45
	120		0	00	41
	146		0	05	27
	147		0	01	21
	135		0	04	30
	136		0	07	33
	138		0	02	76
	139		0	04	05
सचाणा	1130		0	02	84
	1123		0	02	45

1	2	3	4	5	6
	1125		0	07	62
	1124		0	04	07
	1128		0	03	06
	1116		0	05	96
	1110		0	02	72
	1109		0	11	38
	1108		0	06	67
	1107		0	01	12
	1014		0	11	37
	1031		0	01	65
	1032		0	01	67
	1019		0	03	21
	1020		0	05	07
	1021		0	05	24
	1022		0	00	36
	1024		0	08	73
	977		0	00	85
	975		0	07	38
	976		0	05	16
	936		0	03	02
	972		0	05	69
	962		0	03	19
	966		0	00	51
	964		0	08	31
	965		0	04	76
	927		0	06	97
	926		0	06	99
	930		0	08	43
	847		0	05	44
	846		0	03	15
	845		0	10	06
	844		0	01	76
	837		0	12	05

[फा. सं. आर-25011/45/2001-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S. O. 2691.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 295 dated the 30<sup>th</sup> January, 2002 issued under sub section (1) of section 3 of the Petroleum and Minerals pipelines ( Acquisition of Right of User in Land ) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Augmentation of Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, copies of the said notification were made available to the public on 18/02/2002;

And whereas, the Competent Authority has under sub-section (1) of section of 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification area hereby acquired;

And further, in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

**SCHEDULE**

Taluka : VIRAMGAM		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
HANSALPUR SERESHVAR	28+28+29		0	03	99
	946		0	02	45
	945		0	05	37
	938		0	09	08
	936		0	11	06
	920		0	06	30
	921		0	04	17
	827		0	06	30
	825		0	03	52
	796		0	07	07
	798	2	0	08	76
	799		0	04	52
	719		0	05	03
	709+710		0	07	32
	700		0	07	47
	698		0	08	11
	695		0	10	46
	686	1	0	04	06
	685	1	0	13	73
	645	1	0	01	22
	663		0	07	79
	664	4	0	04	45
	665		0	08	16
	666		0	07	15
	667	1+2	0	00	60
	668	1	0	02	76
	668	2	0	06	07
	677	2	0	04	43
	674		0	02	57
	1025		0	02	94
SOKALI	160		0	04	91
	161		0	00	29
	174		0	11	59
	176		0	08	61
	177		0	04	64
	178		0	13	83
	182		0	01	01
	185		0	04	22
	184		0	05	42
	187		0	08	72
JAKHWADA	769		0	06	87
	778		0	07	63

1	2	3	4	5	6
	777		0	03	69
	776		0	04	70
	776		0	02	54
	779		0	03	54
	758		0	04	29
	756		0	04	78
	757		0	07	05
	753/A		0	14	00
	687		0	04	16
	688		0	04	90
	689		0	06	90
	690		0	10	47
	688		0	03	87
	667		0	03	31
	693		0	00	59
	666		0	08	83
	665		0	06	03
	576		0	01	41
	578		0	09	34
	570		0	12	72
	569		0	04	30
	567		0	19	32
	566		0	03	98
	562		0	05	32
	528		0	07	64
	524		0	14	90
	523		0	00	25
	514		0	04	21
	513		0	05	64
	512		0	00	42
	503		0	04	40
SHIYAL (KALYANPUR)	116		0	05	92
	117		0	05	22
	118		0	00	09
	148		0	12	45
	120		0	00	41
	146		0	05	27
	147		0	01	21
	135		0	04	30
	136		0	07	33
	138		0	02	76
	139		0	04	05
SACHANA	1130		0	02	84
	1123		0	02	45
	1125		0	07	62
	1124		0	04	07

1	2	3	4	5	6
	1128		0	03	05
	1115		0	05	96
	1110		0	02	72
	1109		0	11	38
	1108		0	06	67
	1107		0	01	12
	1014		0	11	37
	1031		0	01	65
	1032		0	01	67
	1019		0	03	21
	1020		0	05	07
	1021		0	05	24
	1022		0	00	35
	1024		0	08	73
	977		0	00	85
	975		0	07	38
	976		0	05	16
	936		0	03	02
	972		0	05	59
	962		0	03	19
	966		0	00	51
	964		0	08	31
	965		0	04	76
	927		0	06	97
	926		0	06	99
	930		0	08	43
	847		0	05	44
	846		0	03	15
	845		0	10	06
	844		0	01	76
	837		0	12	05

[No R-25011/45/2001-OR-I]  
S. S. KEMWAL, Under Secy.



नई दिल्ली, 20 अगस्त, 2002

का. आ. 2692.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-कोयली, सेक्शन के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए ;

और, केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर. एम. पंड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन डिविजन) पो.बा.सं. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तालुका : विरमगाम		जिल्ला : अहमदाबाद		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
हंसलपुर सेरेश्वर	826	---	0	07	88

[ फा. सं. आर-25011/45/2001-ओ.आर-1 ]

- एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S. O. 2692.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation Petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

**SCHEDULE**

Taluka : VIRAMGAM		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
HANSALPUR SERESHVAR	826	—	0	07	88

[No R-25011/45/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 20 अगस्त, 2002

का. आ. 2693.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा सलाया-मथुरा पाइपलाइन प्रणाली के विरगाम-कोयली, सेक्शन के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को ऐसी पाइपलाइनें बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर. एम. पंड्या, सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, (पाइपलाइन डिविज़न) पो.बा.सं. 4, डाकघर विरमगाम, जिला अहमदाबाद, गुजरात-382150 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तालुका : साणंद		जिल्ला : अहमदाबाद		राज्य : गुजरात	
गाँव का नाम	सर्वे संख्या	क्षेत्रफल			
		उप-खण्ड संख्या	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
खोडा	34	4	0	01	72
	300	1	0	02	34
	225	1	0	02	31
साणंद	2088		0	04	23
	2079	1	0	00	88
	2079	2	0	01	73
	2080	1	0	02	94
	2080	2	0	02	06
कोलट	588	3	0	10	49
	588	4	0	03	15
	588	5	0	00	20
	883	3	0	01	14

[ फा. सं. आर-25011/45/2001-ओ.आर-1 ]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S. O. 2693.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation Petroleum (crude) from Viramgam to Koyli in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the Viramgam – Koyli Section of Salaya-Mathura Pipeline System;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150

**SCHEDULE**

Taluka : SANAND		District : AHMEDABAD		State : GUJARAT	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
KHODA	34	4	0	01	72
	300	1	0	02	34
	225	1	0	02	31
SANAND	2088		0	04	23
	2079	1	0	00	88
	2079	2	0	01	73
	2080	1	0	02	94
	2080	2	0	02	06
KOLAT	588	3	0	10	49
	588	4	0	03	15
	588	5	0	00	20
	683	3	0	01	14

[No. R-25011/45/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 20 अगस्त, 2002

का. आ. 2694.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग II, खण्ड-3 उप-खण्ड (ii) तारीख 2 फरवरी, 2002 पृष्ठ 937 से 960 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 294 तारीख 30 जनवरी, 2002 में निम्नलिखित रीति से संशोधन करती है अर्थात् :-

गौव : खोड़ा - पृष्ठ 939 से पृष्ठ 941 तक

1. सर्वे संख्या नं. 39 के सामने क्षेत्रफल 0-01-06 के स्थान पर 0-01-74 रखें
2. सर्वे संख्या नं. 17/1+17/2+17/3+17/4 के सामने क्षेत्रफल 0-02-27 के स्थान पर 0-05-30 रखें
3. सर्वे संख्या नं. 3/1+2+3/3+3/4+3/5+3/6+3/7 के सामने क्षेत्रफल 0-01-31 के स्थान पर 0-04-93 रखें
4. सर्वे संख्या नं. 4/1+4/2+4/3 के सामने क्षेत्रफल 0-03-09 के स्थान पर 0-03-47 रखें
5. सर्वे संख्या नं. 232/1+232/2+232/3+232/4+232/5+232/6 के सामने क्षेत्रफल 0-04-54 के स्थान पर 0-04-66 रखें
6. सर्वे संख्या नं. 233/1+233/2+233/3+233/4+233/5+233/6+233/7+233/8 के सामने क्षेत्रफल 0-05-06 के स्थान पर 0-05-64 रखें
7. सर्वे संख्या नं. 223/1+223/2+223/3+223/4 के सामने क्षेत्रफल 0-08-58 के स्थान पर 0-08-62 रखें
8. सर्वे संख्या नं. 204 के सामने क्षेत्रफल 0-06-12 के स्थान पर 0-07-71 रखें
9. सर्वे संख्या नं. 203 के सामने क्षेत्रफल 0-04-07 के स्थान पर 0-04-35 रखें
10. सर्वे संख्या नं. 202 के सामने क्षेत्रफल 0-03-55 के स्थान पर 0-04-02 रखें

गौव : साणंद - पृष्ठ 944 पर

1. सर्वे संख्या नं. 2064/1+2064/2 के सामने क्षेत्रफल 0-07-83 के स्थान पर 0-08-53 रखें
2. सर्वे संख्या नं. 2070 के सामने क्षेत्रफल 0-08-19 के स्थान पर 0-08-65 रखें
3. सर्वे संख्या नं. 2089 के सामने क्षेत्रफल 0-32-89 के स्थान पर 0-36-80 रखें

[फा. सं. आर-25011/45/2001-ओ.आर-I]

एस.एस. केमवाल, अवर सचिव

New Delhi, the 20th August, 2002

S.O. 2694.— In exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amends the Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 294 and dated 30 January, 2002 Published in the Gazette of India, Part II, Section 3, Sub-section (ii) at pages 937 to 960 on 2 February, 2002 in the following manner namely :-

Khoda Village – Page 951 – 953

1. Against Survey No. 39 for the area 0-01-06 substitute 0-01-74
2. Against Survey No. 17/1+17/2+17/3+17/4 for the area 0-02-27 substitute 0-05-30
3. Against Survey No. 3/1+2+3/3+3/4+3/5+3/6+3/7 for the area 0-01-31 substitute 0-04-93
4. Against Survey No. 4/1+4/2+4/3 for the area 0-03-09 substitute 0-03-47
5. Against Survey No. 232/1+232/2+232/3+232/4+232/5+232/6 for the area 0-04-54 substitute 0-04-66
6. Against Survey No. 233/1+233/2+233/3+233/4+233/5+233/6 +233/7+233/8 for the area 0-05-06 substitute 0-05-64
7. Against Survey No. 223/1+223/2+223/3+223/4 for the area 0-08-58 substitute 0-08-62
8. Against Survey No. 204 for the area 0-06-12 substitute 0-07-71
9. Against Survey No. 203 for the area 0-04-07 substitute 0-04-35
10. Against Survey No. 202 for the area 0-03-55 substitute 0-04-02

### Sanand Village – Page 955

1. Against Survey No. 2064/1+2064/2 for the area 0-07-83 substitute 0-08-53
2. Against Survey No. 2070 for the area 0-08-19 substitute 0-08-65
3. Against Survey No. 2089 for the area 0-32-89 substitute 0-36-80

[No. R-25011/45/2001-O.R.-I]  
S.S. KEMWAL, Under Secy.

नई दिल्ली, 21 अगस्त, 2002

का. आ. 2695.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र भाग-2, खंड 3, उपखण्ड (ii) तारीख 23 फरवरी 2002 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 572 तारीख 22 फरवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ. टी.) से पंजाब राज्य में भटिण्डा तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियां जनता को तारीख 06 अप्रैल, 2002 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, और जो इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है, में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुषंगी) में निहित होगा।

### अनुसूची

तहसील : डींगसर		जिला : नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
स.				बिघा	बिस्वा
	1	2	3	4	
1	कुडछी	1391		5	06
		1392		2	17
		1333	गोचर सरकारी भूमि	17	19
		1330	नाडी सरकारी भूमि	0	02
		1524		0	11
		1528		1	12
		1540		0	05
		1538		1	00
		1537		0	02
		1533		0	19
		1532		0	09
		1530		0	01
		1531	काट ट्रैक सरकारी भूमि	0	03
		1572		0	05
		1562		0	16
		1560		0	06
		1559		2	13
		1554		0	05
		1594		2	15
		1312	काट ट्रैक सरकारी भूमि	0	03
		1015		1	05
		1019		1	14
		1018		0	07
		1021		1	17
2	बेनीवालो की ढाणी	1023		0	06
		1024		1	10
		1025		4	07
		1048		3	01
		1051		1	01
		1095		0	19
		1093		0	02
		1096		0	01
		1091		0	16
		1103		1	02
		1107		0	02
		1109		0	01

तहसील : खीवसर		जिला : नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
स.				बिघा	बिस्वा
	1	2	3	4	
2	बेनीवालो की ढाणी ( जारी )	1111		1	11
		1115		1	02
		1078		0	01
		1079		0	17
		1077		0	09
		1179	कार्ट ट्रैक सरकारी भूमि	0	03
		1074		0	01
		1176		4	09
		1178		2	01
		1185		1	13
		1186		1	08
		1205		2	14
		1206		1	01
		1204		3	11
		1260		1	11
		1261		1	01
		1263		1	06
		1264		0	07
		1268		1	16
		1269		2	00
		1271		0	14
		1272		4	04
		1273		1	06
3	माध्याणिया की ढाणी	2592		1	15
		2594		6	10
		2593		1	05
		2612	1	3	09
		2612		0	19
		2618		0	19
		2617		1	10
		2613		2	08
		2634		2	15
		2639		2	18
		2637		2	01
		2880	कार्ट ट्रैक सरकारी भूमि	0	02
		2638		0	01
		2873		0	01



तहसील : रूईधसर		जिला : नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	सर्वेक्षण नं.	हिससा क्रमांक	ROU क्षेत्रफल	
सं.				बिघा	बिस्वा
	1	2	3	4	
3	माछाणिया की दाणी ( जारी )	2872		0	01
		2871		2	06
		2870		0	04
		2869		2	10
		2866	मि.	2	19
		2862		0	06
		2866		0	01
		2860		2	12
		2859		1	02
		2858		0	17
		2857		1	01
		2856		4	16
		2839		0	01
		2838	3091	2	11
		2837		1	08
		2837	1	1	02
		2836		2	16
4	पौंचला सिद्धा	2827		1	08
		2829		1	09
		2828		8	03
		2823		0	02
		2825		0	02
		2824		2	19
5	कौटिया	1207	गै.मु. गोचर सरकारी भूमि	20	09
		1208	गै.मु. नाडी सरकारी भूमि	0	09
		1207	1692 आसफाल्ट रोड सा.नि.वि.	0	04
		1207	1693 गै.मु.गोचर सरकारी भूमि	1	11
		1205	कार्ट ट्रैक सरकारी भूमि	0	02
		1165	गै.मु. गोचर सरकारी भूमि	7	12
		1166		3	04
		1157		3	08
		1154		0	05
		1153		1	14
		1113		2	11
		1151		1	17
		1114		2	02
		1115	कार्ट ट्रैक सरकारी भूमि	0	02

तहसील : खीवसर		जिला नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
स.				बिघा	बिस्वा
	1	2	3	4	
5	कांटिया ( जारी )	276		1	15
		284		2	11
		283		0	05
		287		1	01
		290		0	18
		293		0	07
		294		0	03
		295		1	12
		296		0	10
		191	कार्ट ट्रैक सरकारी भूमि	0	02
		192		1	04
		196		3	12
		198		1	08
		197	कार्ट ट्रैक सरकारी भूमि	0	02
		183		0	13
		182		0	01
		175	गै.मु. मणारा सरकारी भूमि	4	01
		329	कार्ट ट्रैक सरकारी भूमि	0	02
		348		0	18
		347		0	01
		346		2	04
		345		1	10
		343		0	04
		376	कार्ट ट्रैक सरकारी भूमि	0	02
		384		0	14
		383	गै.मु. ओरण सरकारी भूमि	0	18
		382		1	12
		387		3	14
		388		0	16
		719	कार्ट ट्रैक सरकारी भूमि	0	04
		672		3	06
		671		0	01
		670		0	04
		426	कार्ट ट्रैक सरकारी भूमि	0	02
		483		3	09
		482		2	09
		493		0	18

तहसील : खीन्सर		जिला : नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	संविधान नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
स.				बिघा	बोस्वा
	1	2	3	4	
5	कटिया	481		2	18
	( जारी )	494		1	17
		463		3	01
		464		0	07
		465		2	14
		456		5	15
		455		0	06
6	बैराथल खुर्द	115		2	01
		113		5	06
		111		3	08
		112		2	08
		110		2	07
		110	377 मूडिया सड़क सरकारी भूमि	0	05
7	जगरापुरा	9		3	02
		10		2	02
		14		2	17
		15		2	14
		13		0	05
		16		1	05
		17		2	11
		18		2	15
		19		2	16
		42		0	09
		20		1	10
		21		1	07
		22		1	15
		23		1	08
		24		0	17
		25		0	08
		28		0	05
		27		1	11
		30		0	05
		31		2	07
		35		0	05
8	चावंडीया	348		2	01
		350		4	03
		351		1	11

तहसील : फीविसर		जिला : नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	संकेत नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
स.				बिघा	बिस्या
	1	2	3	4	
8	चावडीया (जारी )	352		2	00
		363		4	12
		372		5	04
		362		1	08
		376		2	05
		377		1	17
		379		1	16
		380		1	18
		381		0	15
		334	कार्ट ट्रैक सरकारी भूमि	0	05
		286		0	08
		283		1	03
		272		3	18
		280		1	15
		279		0	03
		278		0	03
		276		1	03
		266	कार्ट ट्रैक सरकारी भूमि	0	02
		258		1	19
		257		0	01
		254		1	16
		253		2	12
		11	गै.मु. मगरा सरकारी भूमि	5	05
		13		1	12
		15		2	11
		19		1	13
		20	कार्ट ट्रैक सरकारी भूमि	0	02
		22		2	14
		26		1	13
		29		0	03
		25		0	01
		34		1	15
		35		2	02
9	माडपुरा	1140		1	08
		1141		4	10
		1142		1	18
		1143		1	05

तहसील : कीवसर		जिला : नागौर		राज्य : राजस्थान	
क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिससा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
9	माडपुरा (जारी )	1164	कार्ट ट्रैक सरकारी भूमि	0	01
		1193		4	02
		1194		1	11
		1195		0	05
		1195	1428 आसफाट्ट रोड सरकारी भूमि सा.नि	0	03
		1195	1416	0	12
		1210	1085	0	04
		1200		4	15
		1203		1	08
		1282		3	14
		1281		3	17
		1320		1	11
		1314		0	10
		1332		4	09
		1331		3	17
10	शिवपुरा	1295		3	00
		1294		0	02
		1293		0	02
		1308		1	13
		1309		2	08
		1019	कार्ट ट्रैक सरकारी भूमि	0	05
		1018		0	14
		1017		2	05
		1032		4	18
		1029		0	01
		1045		0	01
		1049		3	07
		1052		1	11
		1057		0	14
		1055		0	01
		1060		3	01
		1062		4	03
		1070		1	19
		1069		0	01
		1071		1	13
		1075		3	01
		1085		3	16

तहसील : खीवसर		जिला नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
स.				बिघा	बिस्वा
	1	2	3	4	
10	डिबपुरा	1086		0	09
	( जारी )	1346	कार्ट ट्रैक सरकारी भूमि	0	02
		990		0	01
		985		2	01
		986		7	02
		984	1611	2	01
		975	1519	2	18
11	ढुजासर	981		3	07
		980		2	04
		977		1	02
		978		2	02
		961	कार्ट ट्रैक सरकारी भूमि	0	01
		951		11	03
12	अणदोलाव	564		4	11
		559		0	01
		561		0	01
		586		3	04
		563	गै.मु. ओरण सरकारी भूमि	0	01
		590	613	2	10
		590		1	01
		583		0	04
		591		1	09
		543	गै.मु. रास्ता सरकारी भूमि	0	03
		520		0	15
		523		4	07
		524		1	05
		525		0	13
		479	आसफाल्ट रोड सरकारी भूमि सा.नि.वि.	0	07
		414		2	09
13	सुस्तोलाव	413	कार्ट ट्रैक सरकारी भूमि	0	02
		409		0	02
		406		0	04
		407		3	14
		408		5	01
		396		6	10
		394		3	14
		392	1	0	13
		393		2	02

तहसील : खीवसर		जिला : नागौर		राज्य : राजस्थान	
क्रम	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
सं.				बिगा	जिस्म
	1	2	3	4	
14	गुड़ा भगवानदास	293		1	02
		291		3	17
		327		3	06
		289		3	10
		288		3	04
		286		2	09
		284		0	01
		335		5	12
		266	कार्ट ट्रैक सरकारी भूमि	0	02
		447	कार्ट ट्रैक सरकारी भूमि	0	03
		445		0	01
		446		3	18
15	चारणीसरा	217		3	12
		231		1	07
		230		2	18
		233		1	17
		235		2	00
		234		0	01
		237		0	09
		459	कार्ट ट्रैक सरकारी भूमि	0	02
		451		2	00
		449		1	13
		448		0	02
16	झड़काली	594		3	12
		592		0	01
		593		0	05
		596		6	11
		623		4	08
		621		6	13
		612		0	14
		803	कार्ट ट्रैक सरकारी भूमि	0	02
		806		3	07
		808		0	11
		816	1 ; गै.मु. सड़क सरकारी भूमि सा.नि.वि.	0	05
		815		0	16
		814		2	14
		833		1	11

तहसील : खीवसर		जिला : नागौर		राज्य : राजस्थान	
क्रम स.	गाँव का नाम	सन्निधि नं.	हिस्सा क्रमांक	ROU क्षेत्रफल	
				बिघा	बिस्वा
	1	2	3	4	
16	खडकाली	848		3	19
	( जारी )	851		2	11
		847		3	14
		841		4	02
		843		5	04
		987		1	08
		1004	1 कार्ट ट्रैक सरकारी भूमि	0	02
		1012		2	02
		1009		5	07

[फा. सं. आर-31015/46/02-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 21st August, 2002

S. O. 2695.—Whereas, by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 572, dated the 22<sup>nd</sup> February, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 23<sup>rd</sup> February, 2002, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda Crude Oil pipeline by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, copies of the said notification were made available to the public on the 6<sup>th</sup> April 2002;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas, the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

(Schedule annexed)



**SCHEDULE**

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
1	KURCHI	1391		5	06
		1392		2	17
		1333	Gauchar G.L.	17	19
		1330	Nadi G.L.	0	02
		1524		0	11
		1528		1	12
		1540		0	05
		1538		1	00
		1537		0	02
		1533		0	19
		1532		0	09
		1530		0	01
		1531	Cart Track G.L.	0	03
		1572		0	05
		1562		0	16
		1560		0	06
		1559		2	13
		1554		0	05
		1594		2	15
		1312	Cart Track G.L.	0	03
		1015		1	05
		1019		1	14
		1018		0	07
		1021		1	17
2	BENIWALON KI DHANI	1023		0	06
		1024		1	10
		1025		4	07
		1048		3	01
		1051		1	01
		1095		0	19
		1093		0	02
		1096		0	01
		1091		0	16
		1103		1	02
		1107		0	02
		1109		0	01

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biṣwa
	1	2	3	4	
2	BENIWALON KI DHANI (contd.)	1111		1	11
		1115		1	02
		1078		0	01
		1079		0	17
		1077		0	09
		1179	Cart Track G.L.	0	03
		1074		0	01
		1176		4	09
		1178		2	01
		1185		1	13
		1186		1	08
		1205		2	14
		1206		1	01
		1204		3	11
		1260		1	11
		1261		1	01
		1263		1	06
		1264		0	07
		1268		1	16
		1269		2	00
		1271		0	14
		1272		4	04
		1273		1	06
3	MADHANIYAN KI DHANI	2592		1	15
		2594		6	10
		2593		1	05
		2612	1	3	09
		2612		0	19
		2618		0	19
		2617		1	10
		2613		2	08
		2634		2	15
		2639		2	18
		2637		2	01
		2880	Cart Track G.L.	0	02
		2638		0	01
		2873		0	01

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
3	MADHANIYAN KI DHANI (contd.)	2872		0	01
		2871		2	06
		2870		0	04
		2869		2	10
		2866	पि.	2	19
		2862		0	06
		2866		0	01
		2860		2	12
		2859		1	02
		2858		0	17
		2857		1	01
		2856		4	16
		2839		0	01
		2838	3091	2	11
		2837		1	08
		2837	1	1	02
		2836		2	16
4	PANCHLA SIDDA	2827		1	08
		2829		1	09
		2828		8	03
		2823		0	02
		2825		0	02
		2824		2	19
5	KANTIYA	1207	Gochar G.L.	20	09
		1208	Nadi G.L.	0	09
		1207	1692 Asp.Road G.L. P.W.D.	0	04
		1207	1693 Gochar G.L.	1	11
		1205	Cart Track G.L.	0	02
		1165	Gochar G.L.	7	12
		1166		3	04
		1157		3	08
		1154		0	05
		1153		1	14
		1113		2	11
		1151		1	17
		1114		2	02
		1115	Cart Track G.L.	0	02

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
5	KANTIYA	276		1	15
	(contd.)	284		2	11
		283		0	05
		287		1	01
		290		0	18
		293		0	07
		294		0	03
		295		1	12
		296		0	10
		191	Cart Track G.L.	0	02
		192		1	04
		196		3	12
		198		1	08
		197	Cart Track G.L.	0	02
		183		0	13
		182		0	01
		175	Magra G.L.	4	01
		329	Cart Track G.L.	0	02
		348		0	18
		347		0	01
		346		2	04
		345		1	10
		343		0	04
		376	Cart Track G.L.	0	02
		384		0	14
		383	Oran G.L.	0	18
		382		1	12
		387		3	14
		388		0	16
		719	Cart Track G.L.	0	04
		672		3	06
		671		0	01
		670		0	04
		426	Cart Track G.L.	0	02
		483		3	09
		482		2	09
		493		0	18

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
5	KANTIYA (contd.)	481		2	18
		494		1	17
		463		3	01
		464		0	07
		465		2	14
		456		5	15
		455		0	06
6	BERATHAL KHURD	115		2	01
		113		5	06
		111		3	08
		112		2	08
		110		2	07
		110	377; Unmetalled Road G.L.	0	05
		9		3	02
7	JAGRAMPURA	10		2	02
		14		2	17
		15		2	14
		13		0	05
		16		1	05
		17		2	11
		18		2	15
		19		2	16
		42		0	09
		20		1	10
		21		1	07
		22		1	15
		23		1	08
		24		0	17
		25		0	08
		28		0	05
		27		1	11
		30		0	05
		31		2	07
		35		0	05
8	CHANWANDIYA	348		2	01
		350		4	03
		351		1	11

Tensil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
8	CHANWANDIYA (contd.)	352		2	00
		363		4	12
		372		5	04
		362		1	08
		376		2	05
		377		1	17
		379		1	16
		380		1	18
		381		0	15
		334	Cart Track G.L	0	05
		286		0	08
		283		1	03
		272		3	18
		280		1	15
		279		0	03
		278		0	03
		276		1	03
		266	Cart Track G.L	0	02
		258		1	19
		257		0	01
		254		1	16
		253		2	12
		11	Magra G.L.	5	05
		13		1	12
		15		2	11
		19		1	13
		20	Cart Track G.L	0	02
		22		2	14
		26		1	13
		29		0	03
		25		0	01
		34		1	15
		35		2	02
9	MADPURA	1140		1	08
		1141		4	10
		1142		1	18
		1143		1	05

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
9	MADPURA (contd.)	1164	Cart Track G.L	0	01
		1193		4	02
		1194		1	11
		1195		0	05
		1195	1428 ; Asphalted Road G.L.P.W.I	0	03
		1195	1416	0	12
		1210	1085	0	04
		1200		4	15
		1203		1	08
		1282		3	14
		1281		3	17
		1320		1	11
		1314		0	10
		1332		4	09
		1331		3	17
		1295		3	00
		1294		0	02
		1293		0	02
		1308		1	13
10	SHIVPURA	1309		2	08
		1019	Cart Track G.L	0	05
		1018		0	14
		1017		2	05
		1032		4	18
		1029		0	01
		1045		0	01
		1049		3	07
		1052		1	11
		1057		0	14
		1055		0	01
		1060		3	01
		1062		4	03
		1070		1	19
		1069		0	01
		1071		1	13
		1075		3	01
		1085		3	16

Tehsil : Khinwsar

District : Nagaur

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
10	SHIVPURA (Contd)	1086		0	09
		1346	Cart Track G.L	0	02
		990		0	01
		985		2	01
		986		7	02
		984	1611	2	01
		975	1519	2	18
		981		3	07
11	DUJASAR	980		2	04
		977		1	02
		978		2	02
		961	Cart Track G.L	0	01
		951		11	03
		564		4	11
		559		0	01
		561		0	01
12	ANDOLAV	586		3	04
		563	Oran G.L.	0	01
		590	613	2	10
		590		1	01
		583		0	04
		591		1	09
		543	Road G.L.	0	03
		520		0	15
		523		4	07
		524		1	05
		525		0	13
		479	Asp.Road G.L.P.W.D.	0	07
		414		2	09
		413	Cart Track G.L	0	02
13	SUKHOLAV	409		0	02
		406		0	04
		407		3	14
		408		5	01
		396		6	10
		394		3	14
		392	1	0	13
		393		2	02



Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
14	GUDA BHAGWANDAS	293		1	02
		291		3	17
		327		3	06
		289		3	10
		288		3	04
		286		2	09
		284		0	01
		335		5	12
		266	Cart Track G.L	0	02
		447	Cart Track G.L	0	03
		445		0	01
		446		3	18
15	CHARNISARA	217		3	12
		231		1	07
		230		2	18
		233		1	17
		235		2	00
		234		0	01
		237		0	09
		459	Cart Track G.L	0	02
		451		2	00
		449		1	13
		448		0	02
16	KHARKALI	594		3	12
		592		0	01
		593		0	05
		596		6	11
		623		4	08
		621		6	13
		612		0	14
		803	Cart Track G.L	0	02
		806		3	07
		808		0	11
		816	1 ; Road P.W.D. G.L.	0	05
		815		0	16
		814		2	14
		833		1	11

Tehsil : Khinwsar		District : Nagaur		State : Rajasthan	
Sr. No.	Name of Village	Survey No.	Part If Any	ROU Area	
				Biga	Biswa
	1	2	3	4	
16	KHARKALI (Contd)	848		3	19
		851		2	11
		847		3	14
		841		4	02
		843		5	04
		987		1	08
		1004	1 ; Cart Track G.L.	0	02
		1012		2	02
		1009		5	07

[No. R-31015/46/02-O.R.-III]  
HARISH KUMAR, Under Secy.

नई दिल्ली, 21 अगस्त, 2002

का. आ. 2696.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 300 तारीख 31 जनवरी, 2002 द्वारा अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के लिए अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 01 मार्च, 2002 को जनता को उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, और इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

## अनुसूची

तालुका : पडधरी

जीला : राजकोट

राज्य : गुजरात

गांव का नाम	सर्वेक्षण संख्या / खंड संख्या	क्षेत्रफल		
		हेक्टर	एअर	सेन्टीएअर
1	2	3	4	5
1. हडमतीया	209	0,	46	40
	208	0	37	60
	207/1	0	03	20
	205/1	0	20	70
	203	0	08	90
	198/रे	0	73	60
	195/रे	0	03	40
	195/रे	0	46	70
	196/रे	0	02	30
	196/रे	0	50	40
	189/रे	0	24	0
	189/रे	0	27	40
	190/रे	0	31	30
	190/रे	0	31	30
	191	0	28	30
	180	0	00	90
	179	0	34	50
	169	0	23	70
	178/रे	0	00	40
	170/1	0	37	0
	171	0	46	0
	173/1	0	38	10
	156	0	36	10
	155	0	25	10
	151/रे	0	10	90
	24/रे	0	01	20
	28	0	66	70
	27	0	01	80
	31	0	20	60
	32	0	22	40
	33	0	27	30
	34	0	24	40
	35/रे	0	07	50
	44	0	13	90
	43	0	33	20
	42	0	44	60
	41	0	38	0
	40	0	00	00
	39	0	31	30
	83/रे	0	30	10
	82	0	14	10
	81	0	17	70
	88	0	01	70
	89	0	20	90

1	2	3	4	5
जोधपुर (निरंतर)	80	0	00	60
	105	0	43	90
	106	0	35	80
	100	0	33	20
	99	0	81	90
	108/रे	0	13	40
	148	0	58	30
	150	0	76	20
	157/रे	0	35	80
	156	0	22	10
	158	0	17	0
	169/1 रे	0	82	20
	170	0	44	90
	171	0	34	30
कुल		7	03	40
3. रुपावटी	7	0	17	50
	8/रे	0	39	20
कुल		0	56	70
4. नानी बमरोल	35/रे	0	22	80
	50/2	0	31	00
	37	0	20	10
	36	0	07	50
	50/2	0	80	50
	43/रे	0	48	70
	42/रे	0	26	20
	40/रे	0	32	20
कुल		2	69	00
5. नाना स्त्रीजडीया	25/रे	0	14	20
	25/रे	0	14	20
	25/रे	0	13	10
	25/रे	0	34	00
	26/रे	0	24	10
	27/रे	0	01	40
	27	0	28	30
	28/रे	0	32	30
	28/रे	0	32	30
	31/रे	0	12	60
	31/रे	0	34	90
	32/रे	0	45	90
	39	0	72	10
	38	0	01	20
	66	0	18	50
	67/1 रे	0	66	40
	73	0	25	40
	74/रे	1	01	70
	75/1 रे	0	14	30
	75/1 रे	0	14	30
	75/1 रे	0	14	30
	75/1 रे	0	14	30
	75/1 रे	0	21	40

1	2	3	4	5
नामा स्वीकृती (मिस्टर)	83	0	19	50
	85	0	58	70
कुल		7	29	40
6. वणपरी	130/रे	0	42	40
	129	0	41	90
	128/रे	0	34	50
	127	0	26	20
	146/रे	0	64	10
	145/रे	0	95	70
कुल		3	04	80
7. पठपरी	417/रे	1	11	90
	412/रे	0	05	10
	413/रे	0	00	10
	416/रे	0	15	80
	415	0	17	20
	384	0	17	70
	383	0	33	70
	382	0	00	70
	387/रे	0	37	00
	348	0	49	30
	349/रे	0	61	70
	339/रे	0	36	00
	336	0	37	80
	338	0	00	30
	337	0	04	30
	335	0	33	10
	332	0	61	80
	323/रे	0	47	40
	319/रे	0	40	10
	320	0	69	70
	315	0	27	00
	317	0	04	90
	289	0	04	80
	291	0	36	00
	292/रे	0	33	10
	294/रे	0	44	60
	297/रे	0	53	70
कुल		8	84	80
8. मोदीया	45/रे	0	57	50
	50	0	26	20
	51/रे	0	19	30
	51/रे	0	19	30
	51/रे	0	19	20
कुल		1	41	50
9. उकरडा	32/3	0	05	70
	33	0	72	60
	43/रे	0	15	20
	32	0	06	40
	44/1/रे	0	61	60
	45/रे	0	39	10
	46/रे	0	32	10

1	2	3	4	5
उकरडा (जिरतार)	62/रे	0	41	10
	60	0	06	80
	64/रे	0	34	50
	67	0	09	30
	193/रे	0	00	30
	194	0	47	70
	195	0	14	30
	319/रे	0	44	20
	317/रे	0	05	40
	315/1/रे1	0	03	30
	316/1	0	08	80
	315/1	0	30	00
	315/2	0	17	20
	315/4	0	28	40
कुल		5	24	00
10. बहरीसरडा	8/रे	0	24	50
	15/1/रे	0	23	40
	15/1/रे	0	84	70
	15/1/रे	0	43	40
	13/1/रे	0	23	90
	14	0	21	90
	12/रे	0	45	30
कुल		2	67	10

तालुका : चोटीला

जीला : सुरेन्द्रनगर

राज्य : गुजरात

गांव का नाम	सर्वेक्षण संख्या / खंड संख्या	क्षेत्रफल		
		हेक्टर	एअर	सेम्टीएअर
1	2	3	4	5
1. मोरथला	160/1/1	0	32	10
	160/4	0	22	10
	160/2 रे	0	24	50
	161	0	16	50
	160/3	0	59	90
	156/1	0	40	20
	156/2	0	19	50
	153	0	37	20
	152	0	31	10
	143/3	0	08	90
	113/3 रे	0	64	00
	140	0	52	70
	115/2	0	00	50
	116	0	40	20
	115/1 रे	0	87	70
	115/3	0	27	60
	118/1	0	23	50
	118/2	0	33	40
	106/2	0	78	20
	97/3 रे	0	39	60
	97/3 रे	0	13	80
	97/7/रे2	0	16	20

1	2	3	4	5
मोरयाला (निरंतर)	97/7/रे 1	0	20	70
	97/4	0	47	00
	90/4	0	50	60
	90/6	0	11	30
<b>कुल</b>		<b>8</b>	<b>99</b>	<b>00</b>
2. देवपुरा (बोटीला)	118	0	00	60
	122/3	0	08	70
	122/4	0	52	40
	127	0	00	10
	126	0	35	70
	128	0	10	50
	129	0	29	60
	130	0	06	70
<b>कुल</b>		<b>1</b>	<b>44</b>	<b>30</b>
3. सरसणा	216	0	24	60
	215/1 रे	0	30	30
	215/1 रे	0	41	70
	213	0	01	70
	212	0	43	10
	211	0	18	40
	211 रे	0	20	50
	210	0	19	70
	207 रे	0	01	10
	181 रे	0	04	40
	180 रे	0	20	00
	180 रे	0	25	40
	180 रे	0	30	00
	196/1 रे	0	20	00
	193/1 रे	0	01	90
	195 रे	0	78	90
	194 रे	0	41	80
<b>कुल</b>		<b>4</b>	<b>23</b>	<b>50</b>
4. अम्बेर	48/2	0	23	40
	49/2	0	62	20
	56/2/रे 1	0	19	80
	55/3 रे/रे 2	0	04	60
	55/2	0	01	10
	62/1 रे	0	42	00
	63/2 रे	0	16	80
	64/6	0	44	70
	71/4	0	09	60
	65	0	93	70
<b>कुल</b>		<b>3</b>	<b>17</b>	<b>90</b>
5. मवाजाम (थान)	248/1 रे/1	0	17	20
	248/1 रे/2	0	17	20
	248/1 रे/3	0	17	20
	248/1 रे/4	0	17	20
	248/4	0	12	00
	236/1	0	54	40
	236/2	0	29	60

1	2	3	4	5
नवागाम (थान) (हिएतर)	239/रे 1	0	40	10
कुल		2	04	90
6. अमरपूर	63 रे	0	02	30
	63 रे	0	34	70
कुल		0	37	00
7. सरकानु घोट	280/रे	2	69	70
कुल		2	69	70
8. सोनगढ	4/1	0	41	50
	5	0	30	30
	169/1	0	19	60
	164 रे	0	60	90
	150/1 रे	0	43	20
	151	0	24	00
	146	0	20	40
	143	0	01	20
	145	0	02	50
	144	0	21	80
	136/2	0	03	50
	136/1	0	34	70
	137	0	06	10
	84	0	24	40
	83	0	03	00
	78/1 रे	0	09	90
	77/1 रे	0	93	70
	73	0	01	30
	74/1	0	43	00
	66/1/1	0	40	00
	71 रे	0	82	60
	68/1	0	70	80
कुल		6	78	40

तालुका : बढवाण

जीला : सुरेन्द्रनगर

राज्य : गुजरात

गांव का नाम	सर्वेक्षण संख्या / खंड संख्या	क्षेत्रफल		
		हेक्टर	एअर	सेन्टीएअर
1	2	3	4	5
1. रामपुरा	645	0	79	50
	644	0	08	80
	632/रे	0	51	00
	632/रे	0	45	00
	632/रे	0	34	80
	631/रे	0	02	20
	630	0	52	90
	738	0	51	00
	737/रे	0	01	00
	739/रे	0	14	40
	739/रे	0	40	00
	739/रे	0	01	50
	740/रे	0	34	20
	746	0	43	10
	743/रे	0	60	20



1	2	3	4	5
रामपुरा (निरंतर)	743/रे	0	20	00
	778/रे	0	35	00
	778/रे	0	22	70
	779/रे	0	59	40
	779/रे	0	03	50
	839/रे	0	64	50
	839/रे	0	07	30
	843/रे	0	26	40
	843/रे	0	22	30
	830	0	03	60
	844/रे	0	12	00
	844/रे	0	36	00
	865	0	22	60
	867	0	39	70
	878/रे	0	27	70
	878/रे	0	00	10
	882	0	20	30
	881	0	00	40
	883	0	13	70
	884	0	13	90
	905/रे	0	11	20
	905/रे	0	11	20
	907	0	20	50
	908/रे	0	19	80
	908/रे	0	19	80
	908/रे	0	19	80
	958	0	02	90
	959/रे	0	05	10
	959/रे	0	05	00
	959/रे	0	05	00
	957/रे	0	04	00
	957/रे	0	06	50
	960	0	04	60
	961	0	01	00
	962	0	22	60
	964/रे	0	08	70
	963	0	55	70
	967	0	00	10
	970	0	15	30
	971	0	34	60
	976	0	28	60
	977/रे	0	06	10
	1077	0	61	60
	1058/रे	0	11	20
	1059/रे	0	47	80
	1059/रे	0	03	20
	1053/3 रे	0	18	10
	1053/3 रे	0	12	00
	1053/2 रे	0	23	00
	1053/2 रे	0	20	60
	1051	0	14	20
	1050	0	27	90

1	2	3	4	5
रामपुरा ((मिरातूर))	1046/र	0	30	00
	1046/र	0	30	10
	1034/1	0	25	10
	1034/2	0	16	30
	1032/र	0	01	40
	1149	0	06	40
	1151/1	0	41	30
	1151/2	0	50	10
	1153	0	50	50
कुल		17	69	60
2. मुदीयाणी	404	0	43	90
	403/1 र	0	28	60
	403/1 र	0	24	00
	402/र	0	15	50
	402/र	0	12	50
	402/र	0	12	60
	401	0	37	50
	400/र	0	17	80
	400/र	0	17	80
	399	0	78	80
	414	0	16	70
	415	0	17	70
	416/र	0	12	10
	416/र	0	12	00
	417/र	0	14	30
	269	0	41	10
	268	0	12	90
	277	0	48	80
	278	0	07	00
	284/र	0	00	50
	283/र	0	11	40
	283/र	0	05	70
	280	0	18	50
	282/र	0	18	70
	282/र	0	18	60
	281	0	00	30
	261	0	41	80
	257	0	05	50
	259	0	36	60
	103	0	27	90
	109	0	13	30
	108	0	17	10
	107	0	44	40
	113/1	0	25	90
	115/1	0	27	30
	115/2	0	00	60
	116	0	37	00
	129/र	0	00	10
	93/र	0	54	30
	89	0	25	20
	88/र	0	20	80
	87	0	11	00
	86	0	06	40

1	2	3	4	5
गुबीयाणी (निरंतर)	85	0	08	10
	84	0	16	60
	83	0	15	70
	82	0	16	10
	81/र	0	07	60
	81/र	0	07	60
	80	0	14	10
	79/र	0	05	80
	55/र	0	00	50
	60/र	0	01	90
	60/र	0	01	90
	62	0	26	10
	63	0	21	10
	64	0	46	00
	66	0	68	80
	68/1	0	84	00
<b>कुल</b>		<b>12</b>	<b>82</b>	<b>40</b>
3. करीयाणी	19/र	0	13	28
	19/र	0	07	20
	19/र	0	06	40
	18/र	0	08	00
	18/र	0	08	00
	18/र	0	08	05
	18/र	0	11	00
	11	0	13	00
	10/र	0	05	30
	9	0	09	50
	8	0	09	70
	7/र	0	08	00
	7/र	0	08	00
	6/र	0	08	10
	12	0	55	90
	13/र	0	00	20
	4/र	0	52	00
	4/र	0	53	40
	4/र	0	53	40
	3	0	00	90
	159/र	0	21	30
	158/र	0	19	00
	160	0	71	10
	155/र	0	20	50
	154/र	0	77	30
	140/र	0	59	70
	137/र	0	27	25
	137/र	0	26	20
	136/र	0	25	00
	136/र	0	18	00
	136/र	0	15	13
	136/र	0	26	10
	135/र	0	12	12
	135/र	0	12	15

1	2	3	4	5
કરીયાળી (નિરંતર)	134/રે	0	31	00
	134/રે	0	22	10
કુલ		8	23	28
4. સ્વારસા	407/રે	0	04	30
	383	0	23	90
	382/રે	0	10	20
	382/રે	0	10	30
	381/રે	0	11	90
	381/રે	0	11	90
	380/રે	0	09	10
	380/રે	0	09	20
	379	0	35	70
	378/રે	0	29	70
	374/રે	0	06	40
	374/રે	0	06	30
	373/રે	0	10	40
	373/રે	0	10	40
	372/રે	0	10	80
	372/રે	0	10	70
	370/રે	0	15	40
	370/રે	0	30	80
	366/રે	0	04	10
	367/રે	0	46	40
	256	0	55	00
	257	0	13	10
	261/રે	0	14	80
	261/રે	0	14	70
	238/રે	0	07	40
	243	0	70	10
	242/રે	0	61	80
	242/રે	0	03	40
	247	0	18	60
	229/રે	0	08	30
	229/રે	0	08	40
	228/1	0	37	60
	222/2	0	10	90
	225	0	12	00
	224/રે	0	22	90
	31/રે	0	44	10
	31/રે	0	06	60
	29/રે	0	05	15
	29/રે	0	67	60
	29/રે	0	09	65
	1076	0	31	70
	1075	0	38	20
	1074	0	06	80
	1045	0	01	40
કુલ		8	78	10
5. ઝોમટા	42	0	26	90
	41/રે	0	23	70
	43/રે	0	10	50

1	2	3	4	5
जोमटा ( निरंतर )	43/रे	0	10	50
	44/रे	0	13	30
	44/रे	0	14	30
	44/रे	0	27	30
	45/रे	0	16	20
	45/रे	0	16	20
	46/रे	0	18	50
	46/रे	0	20	10
	49/रे	0	55	60
	50/1/1	0	15	40
	50/1/2	0	14	20
	51	0	27	50
	52/रे	0	60	70
	53	0	30	80
	54/2	0	69	50
	56/3	0	00	70
	55/3	0	27	30
	56/1	0	20	90
	127/रे	0	30	10
	128	0	62	50
	132	0	53	90
	133 /1/रे	0	19	20
	133 /1/रे	0	14	10
	134	0	08	00
	133/2	0	18	80
	135/2	0	15	70
	137/1	0	16	40
	137/2	0	17	40
	138	0	38	60
	141	0	23	30
	142	0	24	30
	143	0	21	90
	144	0	22	50
कुल		9	06	80

[ फा. सं. एल/14014/7/02-जी.पी. ]

म्यामी सिंह, निदेशक

New Delhi, the 21st August, 2002

S. O. 2696.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.300, dated the 31st January, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of regassified liquefied natural gas through the Jamnagar-Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on the 1<sup>st</sup> March, 2002;

And whereas, the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And further whereas, the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration, in the Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

## SCHEDULE

Taluka : PADADHARI

District : RAJKOT

State : GUJARAT

Name of the Village	Survey No.	AREA		
		Hectare	Are	Sq.Mtr.
1	2	3	4	5
1. HADMATIYA	209	0	46	40
	208	0	37	60
	207/1	0	03	20
	205/1	0	20	70
	203	0	08	90
	198/P	0	73	60
	195/P	0	03	40
	195/P	0	46	70
	196/P	0	02	30
	196/P	0	50	40
	189/P	0	24	0
	189/P	0	27	40
	190/P	0	31	30
	190/P	0	31	30
	191	0	28	30
	180	0	00	90
	179	0	34	50
	169	0	23	70
	178/P	0	00	40
	170/1	0	37	0
	171	0	46	0
	173/1	0	38	10
	156	0	36	10
	155	0	25	10
	151/P	0	10	90
	24/P	0	01	20
	28	0	66	70
	27	0	01	80
	31	0	20	60
	32	0	22	40
	33	0	27	30
	34	0	24	40
	35/P	0	07	50
	44	0	13	90
	43	0	33	20
	42	0	44	60
	41	0	38	20
TOTAL		9	90	00
2. JODHPUR	84	0	31	30
	83/P	0	38	10
	82	0	14	10
	81	0	17	70
	88	0	01	70
	89	0	20	90
	80	0	00	60
	105	0	43	90
	106	0	35	80

1	2	3	4	5
JODHPUR (Cont'd)	100	0	33	20
	99	0	81	90
	108/P	0	13	40
	148	0	58	30
	150	0	76	20
	157/P	0	35	80
	156	0	22	10
	158	0	17	0
	169/1 P	0	82	20
	170	0	44	90
	171	0	34	30
<b>TOTAL</b>		<b>7</b>	<b>03</b>	<b>40</b>
3. RUPAVATI	7	0	17	50
	8/P	0	39	20
<b>TOTAL</b>		<b>0</b>	<b>56</b>	<b>70</b>
4. NANI CHANOL	35/P	0	22	80
	50/2	0	31	00
	37	0	20	10
	36	0	07	50
	50/2	0	80	50
	43/P	0	48	70
	42/P	0	26	20
	40/P	0	32	20
<b>TOTAL</b>		<b>2</b>	<b>69</b>	<b>00</b>
5. NANA KHIJADIYA	25/P	0	14	20
	25/P	0	14	20
	25/P	0	13	10
	25/P	0	34	00
	26/P	0	24	10
	27/P	0	01	40
	27	0	28	30
	28/P	0	32	30
	28/P	0	32	30
	31/P	0	12	60
	31/P	0	34	90
	32/P	0	45	90
	39	0	72	10
	38	0	01	20
	66	0	18	50
	67/1 P	0	66	40
	73	0	25	40
	74/P	1	01	70
	75/1P	0	14	30
	75/1P	0	14	30
	75/1P	0	14	30
	75/1P	0	14	30
	75/1P	0	21	40
	83	0	19	50
	85	0	58	70
<b>TOTAL</b>		<b>7</b>	<b>29</b>	<b>40</b>
6. VANPARI	130/P	0	42	40
	129	0	41	90
	128/P	0	34	50



1	2	3	4	5
VANPARI (Cont'd)	127	0	26	20
	146/P	0	64	10
	145/P	0	95	70
<b>TOTAL</b>		<b>3</b>	<b>04</b>	<b>80</b>
7. PADADHARI	417/P	1	11	90
	412/P	0	05	10
	413/P	0	00	10
	416/P	0	15	80
	415	0	17	20
	384	0	17	70
	383	0	33	70
	382	0	00	70
	387/P	0	37	00
	348	0	49	30
	349/P	0	61	70
	339/P	0	36	00
	336	0	37	80
	338	0	00	30
	337	0	04	30
	335	0	33	10
	332	0	61	80
	323/P	0	47	40
	319/P	0	40	10
	320	0	69	70
	315	0	27	00
	317	0	04	90
	289	0	04	80
	291	0	36	00
	292/P	0	33	10
	294/P	0	44	60
	297/P	0	53	70
<b>TOTAL</b>		<b>8</b>	<b>84</b>	<b>80</b>
8. MOVAIYA	45/P	0	57	50
	50	0	26	20
	51/P	0	19	30
	51/P	0	19	30
	51/P	0	19	20
<b>TOTAL</b>		<b>1</b>	<b>41</b>	<b>50</b>
9. UKARDA	32/3	0	05	70
	33	0	72	60
	43/P	0	15	20
	32	0	06	40
	44/1/P	0	61	60
	45/P	0	39	10
	46/P	0	32	10
	62/P	0	41	10
	60	0	06	80
	64/P	0	34	50
	67	0	09	30
	193/P	0	00	30
	194	0	47	70
	195	0	14	30
	319/P	0	44	20
	317/P	0	05	40

1	2	3	4	5
UKARDA (Cont'd)	315/1/P1	0	03	30
	316/1	0	08	80
	315/1	0	30	00
	315/2	0	17	20
	315/4	0	28	40
<b>TOTAL</b>		<b>5</b>	<b>24</b>	<b>00</b>
10. DAHINSARDA	8/P	0	24	50
	15/1/P	0	23	40
	15/1/P	0	84	70
	15/1/P	0	43	40
	13/1/P	0	23	90
	14	0	21	90
	12/P	0	45	30
<b>TOTAL</b>		<b>2</b>	<b>67</b>	<b>10</b>

Taluka : CHOTILA

District : SURENDRANAGAR

State : GUJARAT

Name of the Village	Survey No.	AREA		
		Hectare	Are	Sq.Mtr.
1	2	3	4	5
1. MORTHALA	160/1/1	0	32	10
	160/4	0	22	10
	160/2P	0	24	50
	161	0	16	50
	160/3	0	59	90
	156/1	0	40	20
	156/2	0	19	50
	153	0	37	20
	152	0	31	10
	143/3	0	08	90
	113/3P	0	64	00
	140	0	52	70
	115/2	0	00	50
	116	0	40	20
	115/1P	0	87	70
	115/3	0	27	60
	118/1	0	23	50
	118/2	0	33	40
	106/2	0	78	20
	97/3P	0	39	60
	97/3P	0	13	80
	97/7/P2	0	16	20
	97/7/P1	0	20	70
	97/4	0	47	00
	90/4	0	50	60
	90/6	0	11	30
<b>TOTAL</b>		<b>8</b>	<b>99</b>	<b>00</b>
2. DEVPARA (CHOTILA)	118	0	00	60
	122/3	0	08	70
	122/4	0	52	40
	127	0	00	10
	126	0	35	70
	128	0	10	50
	129	0	29	60

1	2	3	4	5
DEVPARA (CHOTILA) (Cont'd)	130	0	06	70
<b>TOTAL</b>		<b>1</b>	<b>44</b>	<b>30</b>
3. SARSANA	216	0	24	60
	215/1P	0	30	30
	215/1P	0	41	70
	213	0	01	70
	212	0	43	10
	211	0	18	40
	211P	0	20	50
	210	0	19	70
	207P	0	01	10
	181P	0	04	40
	180P	0	20	00
	180P	0	25	40
	180P	0	30	00
	196/1P	0	20	00
	193/1P	0	01	90
	195P	0	78	90
	194P	0	41	80
<b>TOTAL</b>		<b>4</b>	<b>23</b>	<b>50</b>
4. ABHEPAR	48/2	0	23	40
	49/2	0	62	20
	56/2/P/1	0	19	80
	55/3P/P2	0	04	60
	55/2	0	01	10
	62/1P	0	42	00
	63/2P	0	16	80
	64/6	0	44	70
	71/4	0	09	60
	65	0	93	70
<b>TOTAL</b>		<b>3</b>	<b>17</b>	<b>90</b>
5. NAVAGAM (THAN)	248/1P/1	0	17	20
	248/1P/2	0	17	20
	248/1P/3	0	17	20
	248/1P/4	0	17	20
	248/4	0	12	00
	236/1	0	54	40
	236/2	0	29	60
	239/P1	0	40	10
<b>TOTAL</b>		<b>2</b>	<b>04</b>	<b>90</b>
6. AMRAPAR	63P	0	02	30
	63P	0	34	70
<b>TOTAL</b>		<b>0</b>	<b>37</b>	<b>00</b>
7. CHARANKANU -VID	280/P	2	69	70
<b>TOTAL</b>		<b>2</b>	<b>69</b>	<b>70</b>
8. SONGADH	4/1	0	41	50
	5	0	30	30
	169/1	0	19	60
	164P	0	60	90
	150/1P	0	43	20
	151	0	24	00
	146	0	20	40
	143	0	01	20

1	2	3	4	5
SONGADH (Cont'd)	145	0	02	50
	144	0	21	80
	136/2	0	03	50
	136/1	0	34	70
	137	0	06	10
	84	0	24	40
	83	0	03	00
	78/1P	0	09	90
	77/1P	0	93	70
	73	0	01	30
	74/1	0	43	00
	66/1/1	0	40	00
	71P	0	82	60
	68/1	0	70	80
<b>TOTAL</b>		<b>6</b>	<b>78</b>	<b>40</b>

Taluka : WADHWAN

District : SURENDRANAGAR

State : GUJARAT

Name of the Village	Survey No.	AREA		
		Hectare	Are	Sq.Mtr.
1	2	3	4	5
1. RAMPURA	645	0	79	50
	644	0	08	80
	632/P	0	51	00
	632/P	0	45	00
	632/P	0	34	80
	631/P	0	02	20
	630	0	52	90
	738	0	51	00
	737/P	0	01	00
	739/P	0	14	40
	739/P	0	40	00
	739/P	0	01	50
	740/P	0	34	20
	746	0	43	10
	743/P	0	60	20
	743/P	0	20	00
	778/P	0	35	00
	778/P	0	22	70
	779/P	0	59	40
	779/P	0	03	50
	839/P	0	64	50
	839/P	0	07	30
	843/P	0	26	40
	843/P	0	22	30
	830	0	03	60
	844/P	0	12	00
	844/P	0	36	00
	865	0	22	60
	867	0	39	70
	878/P	0	27	70
	878/P	0	00	10
	882	0	20	30
	881	0	00	40

1	2	3	4	5
RAMPURA (Cont'd)	883	0	13	70
	884	0	13	90
	905/P	0	11	20
	905/P	0	11	20
	907	0	20	50
	908/P	0	19	80
	908/P	0	19	80
	908/P	0	19	80
	958	0	02	90
	959/P	0	05	10
	959/P	0	05	00
	959/P	0	05	00
	957/P	0	04	00
	957/P	0	06	50
	960	0	04	60
	961	0	01	00
	962	0	22	60
	964/P	0	08	70
	963	0	55	70
	967	0	00	10
	970	0	15	30
	971	0	34	60
	976	0	28	60
	977/P	0	06	10
	1077	0	61	60
	1058/P	0	11	20
	1059/P	0	47	80
	1059/P	0	03	20
	1053/3P	0	18	10
	1053/3P	0	12	00
	1053/2P	0	23	00
	1053/2P	0	20	60
	1051	0	14	20
	1050	0	27	90
	1046/P	0	30	00
	1046/P	0	30	10
	1034/1	0	25	10
	1034/2	0	16	30
	1032/P	0	01	40
	1149	0	06	40
	1151/1	0	41	30
	1151/2	0	50	10
	1153	0	50	50
<b>TOTAL</b>		<b>17</b>	<b>69</b>	<b>60</b>
2. GUNDIYANI	404	0	43	90
	403/1P	0	28	60
	403/1P	0	24	00
	402/P	0	15	50
	402/P	0	12	50
	402/P	0	12	60
	401	0	37	50
	400/P	0	17	80
	400/P	0	17	80
	399	0	78	80

1	2	3	4	5
GUNDIYANI (Cont'd)	414	0	16	70
	415	0	17	70
	416/P	0	12	10
	416/P	0	12	00
	417/P	0	14	30
	269	0	41	10
	268	0	12	90
	277	0	48	80
	278	0	07	00
	284/P	0	00	50
	283/P	0	11	40
	283/P	0	05	70
	280	0	18	50
	282/P	0	18	70
	282/P	0	18	60
	281	0	00	30
	261	0	41	80
	257	0	05	50
	259	0	36	60
	103	0	27	90
	109	0	13	30
	108	0	17	10
	107	0	44	40
	113/1	0	25	90
	115/1	0	27	30
	115/2	0	00	60
	116	0	37	00
	129/P	0	00	10
	93/P	0	54	30
	89	0	25	20
	88/P	0	20	80
	87	0	11	00
	86	0	06	40
	85	0	08	10
	84	0	16	60
	83	0	15	70
	82	0	16	10
	81/P	0	07	60
	81/P	0	07	60
	80	0	14	10
	79/P	0	05	80
	55/P	0	00	50
	60/P	0	01	90
	60/P	0	01	90
	62	0	26	10
	63	0	21	10
	64	0	46	00
	66	0	68	80
	68/1	0	84	00
<b>TOTAL</b>		<b>12</b>	<b>82</b>	<b>40</b>
3. KARIYANI	19/P	0	13	28
	19/P	0	07	20
	19/P	0	06	40
	18/P	0	08	00

1	2	3	4	5
KARIYANI (Cont'd)	18/P	0	08	00
	18/P	0	08	05
	18/P	0	11	00
	11	0	13	00
	10/P	0	05	30
	9	0	09	50
	8	0	09	70
	7/P	0	08	00
	7/P	0	08	00
	6/P	0	08	10
	12	0	55	90
	13/P	0	00	20
	4/P	0	52	00
	4/P	0	53	40
	4/P	0	53	40
	3	0	00	90
	159/P	0	21	30
	158/P	0	19	00
	160	0	71	10
	155/P	0	20	50
	154/P	0	77	30
	140/P	0	59	70
	137/P	0	27	25
	137/P	0	26	20
	136/P	0	25	00
	136/P	0	18	00
	136/P	0	15	13
	136/P	0	26	10
	135/P	0	12	12
	135/P	0	12	15
	134/P	0	31	00
	134/P	0	22	10
<b>TOTAL</b>		<b>8</b>	<b>23</b>	<b>28</b>
4. KHARAWA	407/P	0	04	30
	383	0	23	90
	382/P	0	10	20
	382/P	0	10	30
	381/P	0	11	90
	381/P	0	11	90
	380/P	0	09	10
	380/P	0	09	20
	379	0	35	70
	378/P	0	29	70
	374/P	0	06	40
	374/P	0	06	30
	373/P	0	10	40
	373/P	0	10	40
	372/P	0	10	80
	372/P	0	10	70
	370/P	0	15	40
	370/P	0	30	80
	366/P	0	04	10
	367/P	0	46	40
	256	0	55	00

1	2	3	4	5
KHARAWA (Cont'd)	257	0	13	10
	261/P	0	14	80
	261/P	0	14	70
	238/P	0	07	40
	243	0	70	10
	242/P	0	61	80
	242/P	0	03	40
	247	0	18	60
	229/P	0	08	30
	229/P	0	08	40
	228/1	0	37	60
	222/2	0	10	90
	225	0	12	00
	224/P	0	22	90
	31/P	0	44	10
	31/P	0	06	60
	29/P	0	05	15
	29/P	0	67	60
	29/P	0	09	65
	1076	0	31	70
	1075	0	38	20
	1074	0	06	80
	1045	0	01	40
<b>TOTAL</b>		<b>8</b>	<b>78</b>	<b>10</b>
5. GOMTA	42	0	26	90
	41/P	0	23	70
	43/P	0	10	50
	43/P	0	10	50
	44/P	0	13	30
	44/P	0	14	30
	44/P	0	27	30
	45/P	0	16	20
	45/P	0	16	20
	46/P	0	18	50
	46/P	0	20	10
	49/P	0	55	60
	50/1/1	0	15	40
	50/1/2	0	14	20
	51	0	27	50
	52/P	0	60	70
	53	0	30	80
	54/2	0	69	50
	56/3	0	00	70
	55/3	0	27	30
	56/1	0	20	90
	127/P	0	30	10
	128	0	62	50
	132	0	53	90
	133 /1/P	0	19	20
	133 /1/P	0	14	10
	134	0	08	00
	133/2	0	18	80
	135/2	0	15	70
	137/1	0	16	40



1	2	3	4	5
GOMTA (Cont'd)	137/2	0	17	40
	138	0	38	60
	141	0	23	30
	142	0	24	30
	143	0	21	90
	144	0	22	50
<b>TOTAL</b>		<b>9</b>	<b>06</b>	<b>80</b>

[No. L.14014/7/02-G.P.]  
SWAMI SINGH, Director

नई दिल्ली, 21 अगस्त, 2002

का. आ. 2697.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 16 मार्च, 2002 में पृष्ठ 2883 से 2890 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना क. आ. सं. 960 तारीख 13 मार्च, 2002 में निम्नलिखित संशोधन करती है अर्थात् :-

उक्त अधिसूचना की अनुसूची में :-

1. पृष्ठ 2884 पर, स्तंभ 2 में गाँव "वरनाल" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 2/2, 22/2/1, 22/2/2 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-37-10" के स्थान पर क्षेत्रफल "0-46-20", रखा जाएगा।
2. पृष्ठ 2886 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 205/1 क, 205/1 ख, 205/ख में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-59-20" के स्थान पर क्षेत्रफल "0-69-20", रखा जाएगा।
3. पृष्ठ 2886 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 176/1 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-28-70" के स्थान पर क्षेत्रफल "0-31-10", रखा जाएगा।
4. पृष्ठ 2886 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 176/2 क, 176/2ख, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-21-70" के स्थान पर क्षेत्रफल "0-27-80", रखा जाएगा।

5. पृष्ठ 2886 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4 में, सर्वे नं. 181/1 , 81 /2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-67-30" के स्थान पर क्षेत्रफल "0-69-20", रखा जाएगा।
6. पृष्ठ 2886 / 2887 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4, के सर्वे नं. 52/1, 52/2, 52/3, 52/4 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-37-20" के स्थान पर क्षेत्रफल "0-65-70", रखा जाएगा।
7. पृष्ठ 2887 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 51/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-28-30" के स्थान पर क्षेत्रफल "1-00-90", रखा जाएगा।
8. पृष्ठ 2887 पर, स्तंभ 2 में गाँव "डोंगरगांव" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 32/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-29-10" के स्थान पर क्षेत्रफल "0-32-10", रखा जाएगा।
9. पृष्ठ 2887 पर, स्तंभ 2 में गाँव "किण्णि (सड़क)" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 101/1, 101/2, 101/3, 101/4, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-42-50" के स्थान पर क्षेत्रफल "0-48-00", रखा जाएगा।
10. पृष्ठ 2887 पर, स्तंभ 2 में गाँव "किण्णि (सड़क)" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 102/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-30-30" के स्थान पर क्षेत्रफल "0-31-80", रखा जाएगा।
11. पृष्ठ 2887 पर, स्तंभ 2 में गाँव "किण्णि (सड़क)" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 98/1, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-32-90" के स्थान पर क्षेत्रफल "0-47-90", रखा जाएगा।

12. पृष्ठ 2887 पर, स्तंभ 2 में गाँव "किण्णि (सड़क)" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 80, 80/2, 80/3, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-07-80" के स्थान पर क्षेत्रफल "0-12-80", रखा जाएगा।
13. पृष्ठ 2888 पर, स्तंभ 2 में गाँव "किण्णि (सड़क)" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 45/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-53-60" के स्थान पर क्षेत्रफल "0-55-80", रखा जाएगा।
14. पृष्ठ 2888 पर, स्तंभ 2 में गाँव "डोरजमगा" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 6/1, 6/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-48-30" के स्थान पर क्षेत्रफल "0-61-40", रखा जाएगा।
15. पृष्ठ 2888 पर, स्तंभ 2 में गाँव "डोरजमगा" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 9/5, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-19-60" के स्थान पर क्षेत्रफल "0-19-80", रखा जाएगा।
16. पृष्ठ 2888 पर, स्तंभ 2 में गाँव "डोरजमगा" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 9/13, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-21-00" के स्थान पर क्षेत्रफल "0-37-80", रखा जाएगा।
17. पृष्ठ 2888 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 104/5, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-18-60" के स्थान पर क्षेत्रफल "0-22-60", रखा जाएगा।
18. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 97, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-23-00" के स्थान पर क्षेत्रफल "0-28-50", रखा जाएगा।

19. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 56/1, 56/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-32-10" के स्थान पर क्षेत्रफल "0-34-20", रखा जाएगा।
20. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 62/1, 62/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-29-90" के स्थान पर क्षेत्रफल "0-39-00", रखा जाएगा।
21. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 67/1, 67/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-26-90" के स्थान पर क्षेत्रफल "0-39-50", रखा जाएगा।
22. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 71, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-40-90" के स्थान पर क्षेत्रफल "0-43-50", रखा जाएगा।
23. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 40/1, 40/2/1, 40/2/2, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-00-60" के स्थान पर क्षेत्रफल "0-01-90", रखा जाएगा।
24. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 41, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-78-60" के स्थान पर क्षेत्रफल "0-79-00", रखा जाएगा।
25. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "गोबरवाडी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 42, में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0-54-10" के स्थान पर क्षेत्रफल "0-55-20", रखा जाएगा।

26. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "नीलकोड" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 80 /1 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0--21--90" के स्थान पर क्षेत्रफल "0--22--40", रखा जाएगा।
27. पृष्ठ 2889 पर, स्तंभ 2 में गाँव "नीलकोड" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 72 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0--18--70" के स्थान पर क्षेत्रफल "0--29--40", रखा जाएगा।
28. पृष्ठ 2890 पर, स्तंभ 2 में गाँव "नीलकोड" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 55 /1 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0--80--60" के स्थान पर क्षेत्रफल "0--09--90", रखा जाएगा।
29. पृष्ठ 2890 पर, स्तंभ 2 में गाँव "नीलकोड" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 55 /2, में स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0--24--20" के स्थान पर क्षेत्रफल "0--28--30", रखा जाएगा।
30. पृष्ठ 2890 पर, स्तंभ 2 में गाँव "नीलकोड" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 55 /3 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0--13--50" के स्थान पर क्षेत्रफल "0--17--00", रखा जाएगा।
31. पृष्ठ 2890 पर, स्तंभ 2 में गाँव "कालमंदरगी" के सामने स्तंभ सं. 3, 4 के सर्वे नं. 137/1, 137/2, 137/3, 137/4 में, स्तंभ सं. 6, 7 और 8 के क्षेत्रफल "0--53--00" के स्थान पर क्षेत्रफल "1--55--50", रखा जाएगा।

[ फा. सं. एल/14014/17/02-जी.पी. ]

स्वामी सिंह, निदेशक

New Delhi, the 21st August, 2002

**S. O. 2697.—In exercise of the powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S. O. 960 dated 13-03-2002, published at pages 2890 – 2896 in part II, section 3, sub-section (ii) of the Gazette of India, dated the 16-03-2002, namely:-**

**In the Schedule to the said notification: -**

1. At page 2891, against village **“Varnal”** in column 2, in Survey No. “22/2, 22/2/1, 22/2/2, in column 3, 4, for the areas “0-37-10”, in column 6, 7, and 8 the areas “0-46-20” shall be substituted.
2. At page 2892, against village **“Dongargaon”** in column 2, in Survey No. “205/1A, 205/1B, 205/B, in column 3, 4, for the areas “0-59-20”, in column 6, 7, and 8 the areas “0-69-20” shall be substituted.
3. At page 2893, against village **“Dongargaon”** in column 2, in Survey No. “176/1, in column 3, 4, for the areas “0-28-70”, in column 6, 7, and 8 the areas “0-31-10” shall be substituted.
4. At page 2893, against village **“Dongargaon”** in column 2, in Survey No. “176/2A, 176/2B, in column 3, 4, for the areas “0-21-70”, in column 6, 7, and 8 the areas “0-27-80” shall be substituted.
5. At page 2893, against village **“Dongargaon”** in column 2, in Survey No. “81/1, 81/2, in column 3, 4, for the areas “0-67-30”, in column 6, 7, and 8 the areas “0-69-20” shall be substituted.
6. At page 2893, against village **“Dongargaon”** in column 2, in Survey No. “52/1, 52/2, 52/3, 52/4, in column 3, 4, for the areas “0-37-20”, in column 6, 7, and 8 the areas “0-65-70” shall be substituted.
7. At page 2893, against village **“Dongargaon”** in column 2, in Survey No. “32/2, in column 3, 4, for the areas “0-28-30”, in column 6, 7, and 8 the areas “1-00-90” shall be substituted.
8. At page 2893, against village **“Dongargaon”** in column 2, in Survey No. “32/3, in column 3, 4, for the areas “0-29-10”, in column 6, 7, and 8 the areas “0-32-10” shall be substituted.
9. At page 2893, against village **“Kinnisadak”** in column 2, in Survey No. “101/1, 101/2, 101/3, 101/4” in column 3, 4, for the areas “0-42-50”, in column 6, 7, and 8 the areas “0-48-00” shall be substituted.

10. At page 2893, against village **"Kinnisadak"** in column 2, in Survey No. "102/2" in column 3, 4, for the areas "0-30-30", in column 6,7, and 8 the areas "0-31-80" shall be substituted.
11. At page 2894, against village **"Kinnisadak"** in column 2, in Survey No. "98/1" in column 3, 4, for the areas "0-32-90", in column 6,7, and 8 the areas "0-47-90" shall be substituted.
12. At page 2894, against village **"Kinnisadak"** in column 2, in Survey No. "80, 80/2, 80/3" in column 3, 4, for the areas "0-07-80", in column 6,7, and 8 the areas "0-12-80" shall be substituted.
13. At page 2894, against village **"Kinnisadak"** in column 2, in Survey No. "45/2" in column 3, 4, for the areas "0-53-60", in column 6,7, and 8 the areas "0-55-80" shall be substituted.
14. At page 2894, against village **"Dorjamaga"** in column 2, in Survey No. "6/1, 6/2, in column 3, 4, for the areas "0-48-30", in column 6, 7, and 8 the areas "0-61-40" shall be substituted.
15. At page 2894, against village **"Dorjamaga"** in column 2, in Survey No. "9/5, in column 3, 4, for the areas "0-19-60", in column 6, 7, and 8 the areas "0-19-80" shall be substituted.
16. At page 2894, against village **"Dorjamaga"** in column 2, in Survey No. "9/13, in column 3, 4, for the areas "0-21-00", in column 6, 7, and 8 the areas "0-37-80" shall be substituted.
17. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "104/5" in column 3, 4, for the areas "0-18-60", in column 6,7,and 8 the areas "0-22-20" shall be substituted.
18. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "97" in column 3, 4, for the areas "0-23-00", in column 6,7,and 8 the areas "0-28-50" shall be substituted.
19. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "56/1,56/2" in column 3, 4, for the areas "0-32-10", in column 6,7,and 8 the areas "0-34-20" shall be substituted.
20. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "62/1, 62/2" in column 3, 4, for the areas "0-29-90", in column 6,7,and 8 the areas "0-39-00" shall be substituted.

21. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "67/1, 67/2" in column 3, 4, for the areas "0-26-90", in column 6,7,and 8 the areas "0-39-50" shall be substituted.
22. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "71" in column 3, 4, for the areas "0-40-90", in column 6,7,and 8 the areas "0-43-50" shall be substituted.
23. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "40/1, 40/2/2" in column 3, 4, for the areas "0-00-60", in column 6,7,and 8 the areas "0-01-90" shall be substituted.
24. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "41" in column 3, 4, for the areas "0-78-60", in column 6,7,and 8 the areas "0-79-00" shall be substituted.
25. At page 2895, against village **"Gobarwadi"** in column 2, in Survey No. "42" in column 3, 4, for the areas "0-54-10", in column 6,7,and 8 the areas "0-55-20" shall be substituted.
26. At page 2896, against village **"Nilkod"** in column 2, in Survey No. "80/1" in column 3, 4, for the areas "0-21-90", in column 6,7,and 8 the areas "0-22-40" shall be substituted.
27. At page 2896, against village **"Nilkod"** in column 2, in Survey No. "72" in column 3, 4, for the areas "0-18-70", in column 6,7,and 8 the areas "0-29-40" shall be substituted.
28. At page 2896, against village **"Nilkod"** in column 2, in Survey No. "55/1" in column 3, 4, for the areas "0-08-60", in column 6,7, and 8 the areas "0-09-90" shall be substituted.
29. At page 2896, against village **"Nilkod"** in column 2, in Survey No. "55/2" in column 3, 4, for the areas "0-24-20", in column 6,7,and 8 the areas "0-28-30" shall be substituted.
30. At page 2896, against village **"Nilkod"** in column 2, in Survey No. "55/3" in column 3, 4, for the areas "0-13-50", in column 6,7,and 8 the areas "0-70-90" shall be substituted.
31. At page 2896, against village **"Kalamandargi"** in column 2, in Survey No. "137/1, 137/2, 137/3, 137/4," in column 3, 4, for the areas "0-53-00", in column 6,7,and 8 the areas "1-55-50" shall be substituted.

[No. L.14014/17/02 G.P]  
SWAMI SINGH, Director

नई दिल्ली, 21 अगस्त, 2002

का. आ. 2698.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स रिलायंस इण्डस्ट्रीज लिमिटेड जो मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कम्पनी है के गोवा के उत्तरी/दक्षिणी अपतट में खोज ब्लाकों और आन्ध्रप्रदेश की संरचनाओं से कर्नाटक राज्य के गुलबर्गा जिले में विभिन्न उपभोक्ताओं तक पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए, मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;



और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के संबंध में उपयोग के अधिकार के अर्जन के लिए, श्री एम. लक्ष्मीनारायण, सक्षम प्राधिकारी, मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड पाइपलाइन परियोजना, उपायुक्त के कार्यालय, विकास भवन, गुलबर्गा 585 101 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची 3 (1)							
तालुका गुलबर्गा		जिला गुलबर्गा			राज्य कर्नाटक		
अ. क्र.	गांव का नाम	सर्वे नं.	हिस्सा नं.	गट नं.	क्षेत्र		
1	2	3	4	5	हेक्टेर	आर	सेंटीआर
1	डोंगरगांव	213	3A		0	05	60
		163	1		0	20	70
2	किण्णि (सडक)	55			0	62	10
3	गोबरवाडी	63			0	01	60
	कुल	4			0	90	00

[ फा. सं. एल/14014/17/02-जी.पी. ]

स्वामी सिंह, निदेशक

New Delhi, the 21st August, 2002

S. O. 2698.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Gulbarga in the State of Karnataka, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of right of user therein for laying of the pipeline under the land to Shri M. Lakshminarayana, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, in the Office of the Deputy Commissioner, Vikas Bhavan, Gulbarga, Karnataka, Pin: 585 101.

**SCHEDULE**

Taluka - Gulbarga		District - Gulbarga			State - Karnataka		
Sl. No.	Village Name	Survey No.	Hissa No.	Gat No.	Area		
					Hectare	Are	Centiare
1	2	3	4	5	6	7	8
1	Dongargaon	213	3A		0	05	60
		163	1		0	20	70
2	Kinnisadak	55			0	62	10
3	Gobarwadi	63			0	01	60
	Total	4			0	90	00

[No. L.14014/17/02 G.P.]  
SWAMI SINGH, Director

नई दिल्ली, 21 अगस्त, 2002

का. आ. 2699.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य के जिला सूरत में हजीरा से जिला भरुच से दहेज तक प्राकृतिक गैस के परिवहन के लिए इंडियन पेट्रोकेमिकल्स कॉरपोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइनें बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग का अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि नीचे पाइपलाइनें बिछाए जाने के संबंध में श्री एस. के. पटेल, सक्षम प्राधिकारी, इंडियन पेट्रोकेमिकल्स कॉरपोरेशन लिमिटेड, ब्लॉक सं. 1/3, "कावेरी फ्लैट्स", शेरपुरा-दहेज बाईपास रोड़, भरुच -392001 गुजरात को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

राज्य : गुजरात

गाँव का नाम	तालुका / तेहसील का नाम	जिला का नाम	सर्वेक्षण सं./खंड संख्या	क्षेत्र		
				हेक्टर	आर	सेन्टीआर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
सुवा	वागरा	भरुच	262	00	02	00
रहियाद	वागरा	भरुच	880	00	02	50
कासवा	भरुच	भरुच	50	00	01	68
भाडभुत	भरुच	भरुच	335	00	00	45
भाडभुत	भरुच	भरुच	331/ ब	00	00	20
भाडभुत	भरुच	भरुच	378	00	31	60
भाडभुत	भरुच	भरुच	381	00	15	50
भाडभुत	भरुच	भरुच	445	00	17	50
घंतुरीया	अंकलेश्वर	भरुच	89	00	04	80
घंतुरीया	अंकलेश्वर	भरुच	62	00	00	14
दिगस	हांसोट	भरुच	317	00	09	40
दिगस	हांसोट	भरुच	471	00	04	00
ऊमराछी	ओलपाड	सुरत	13	00	04	80
वडोली	ओलपाड	सुरत	570	00	02	32
वडोली	ओलपाड	सुरत	388	00	06	90
मोरधाण	ओलपाड	सुरत	313	00	05	00
मोरधाण	ओलपाड	सुरत	316	00	00	35
वडोद	ओलपाड	सुरत	119	00	00	75
तलाद	ओलपाड	सुरत	164	00	04	00
एच्छापुर	चोर्यासी	सुरत	611	00	24	70

[ फा. सं. एल/14014/38/02—जी.पी. ]

स्वामी सिंह, निदेशक

New Delhi, the 21st August, 2002

S. O. 2699.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas in the State of Gujarat from Hazira in District Surat to Dahej in District Bharuch, pipeline should be laid by the Indian Petrochemicals Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipelines, it is necessary to acquire the right of user in the land under which the said pipelines are proposed to be laid and which are described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipelines under the land to Shri S.K.PATEL Competent Authority, IPCL(Gandhar Complex), 1/3, Kaveri Flats, Dahej By Pass Road, Bharuch-392001..

### SCHEDULE

#### STATE : GUJARAT

Name of			Survey/Sub Division or Block No. (4)	Area		
Village (1)	Taluka/Tehsil (2)	District (3)		Hectare (5)	Are (6)	Centiare (7)
Suva	Vagra	Bharuch	262	00	02	00
Rahiyad	Vagra	Bharuch	880	00	02	50
Kaswa	Bharuch	Bharuch	50	00	01	68
Bhadbhut	Bharuch	Bharuch	335	00	00	45
Bhadbhut	Bharuch	Bharuch	331/B	00	00	20
Bhadbhut	Bharuch	Bharuch	378	00	31	60
Bhadbhut	Bharuch	Bharuch	381	00	15	50
Bhadbhut	Bharuch	Bharuch	445	00	17	50
Dhanturia	Ankleshwar	Bharuch	89	00	04	80
Dhanturia	Ankleshwar	Bharuch	62	00	00	14
Digas	Hansot	Bharuch	317	00	09	40
Digas	Hansot	Bharuch	471	00	04	00
Umrachhi	Olpad	Surat	13	00	04	80
Vadoli	Olpad	Surat	570	00	02	32
Vadoli	Olpad	Surat	388	00	06	90
Morthan	Olpad	Surat	313	00	05	00
Morthan	Olpad	Surat	316	00	00	35
Vadod	Olpad	Surat	119	00	00	75
Talad	Olpad	Surat	164	00	04	00
Ichchhapur	Choryasi	Surat	611	00	24	70

[No. L.14014/38/02 G.P]  
SWAMI SINGH, Director

**श्रम मंत्रालय**

नई दिल्ली, 22 जुलाई, 2002

**का. आ. 2700.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलॉजिकल सर्वे ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, धनबाद के पंचाट (संदर्भ संख्या 102/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-2002 को प्राप्त हुआ था।

[सं. एल-42012/132/98-आई.आर. (डी.यू.)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

**MINISTRY OF LABOUR**

New Delhi, the 22nd July, 2002

**S.O. 2700.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/98) of the Central Government Industrial Tribunal No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 22-7-2002.

[No. L-42012/132/98-I.R. (D.U.)]

KULDIP RAI VERMA, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference under Sec. 10(1)(d)(2A) of the  
Industrial Disputes Act, 1947

**Reference No. 102 of 1998**

**Parties :** Employers in relation to the management of the  
Supdt., Archaeological Survey of India

**AND**

Their Workmen

**Present :** Shri S. H. Kazmi,  
Presiding Officer

**Appearances :**

For the Employers : Shri C. S. Singh, Advocate

For the Workmen : None

State : Bihar Industry : Archaeological

Camp Court : patna, Dated, 11-7-2002

**AWARD**

By Order No.L-42012/132/98/IR(DU) dated 30-11-98 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Archaeological Survey of India, in terminating the services of Shri Ratneshwar Kumar Singh is legal and justified ? If not, to what relief the workman is entitled ?”

2. Upon the question relating to maintainability of the instant reference the arguments were heard at length advanced on behalf of the management and now by this order the said matter which seems to be pending since about three years due to continuous absence of the workman or his representative, is disposed of as here under :

By way of this reference it has been sought to adjudicated upon as to how far the action of the management of Archaeological Survey of India in terminating the service of the concerned workman, Ratneshwar Kumar Singh, is legal and justified and whether at all he is entitled to any relief or not.

During the pendency of this reference repeatedly the petitions were filed raising the question of maintainability of the instant reference. While pressing those petitions it has been strenuously contended on behalf of the management that there are several factors pertaining to the legality of the present matter and which quite obviously make this reference ‘not maintainable’.

By producing a copy of the award dated 25-11-1999 passed by the Central Govt. Industrial Tribunal-Cum-Labour Court, Jaipur (Rajasthan) in Reference No. 18 of 1997 it has been submitted that the said Tribunal after considering the entire legal aspect has held in that case that the concerned department does not come within the definition of “Industry” as defined under Section 2 of the Industrial Disputes Act, 1947. Such being the position, further according to the submission no adjudication can be made with respect to the termination or retrenchment of the concerned workman in terms of the provisions of the Industrial Disputes Act and so quite naturally this reference has to be rejected on that score alone.

Despite the grant of several adjournments by this Tribunal to enable the workman to file rejoinder to those petitions or to make submission in that regard at no point of time anyone appeared either to controvert or to challenge the aforesaid contentions advanced from the side of the management.

Having gone through the aforesaid award of the Central Govt. Industrial Tribunal-Cum-Labour Court, Jaipur, upon which reliance for the present purpose has been placed on behalf of the management, it appears that the concerned department of the Government of India i.e. Archaeological survey of India was the concerned management and out of the several issues framed the one issue framed was to the effect whether the concerned department comes within the ambit and scope of the Industrial Disputes Act, 1947 or not. While dealing with the said issue the learned Presiding Officer of the Tribunal relied upon a decision of Hon'ble Supreme Court reported in 1978(2) Supreme Court Cases page 213—Bangalore Water Supply and Sewage Board Vs. A. Rajappa and he further dealt with exhaustively the definition of "industry" and "workman" as provided under Sec 2(j) and 2(s) respectively of the Industrial Disputes Act, 1947. Ultimately the conclusion was arrived at that considering the objective and the nature and activity of the concerned department the same cannot be held to be "Industry" within the provision of the said Act and so there was no question of making any adjudication upon the merit of the case whether with respect to termination or retrenchment. It was further held therein that the work and functioning of the Archaeological Survey of India and the purpose behind its establishment is to protect, preserve and maintain the ancient, monuments and invaluable cultural heritage of this country and the works performed by it are neither trade, business or commercial nor the same are with the aim to gain profit or for gainful objective. Having considered the relevant provisions of the Act as also taking into account the purpose and objective and also the nature of activities of the concerned department I find myself in full agreement with all that has been held in the aforesaid award passed by the Central Govt. Industrial Tribunal-Cum-Labour Court, Jaipur. As such, the irresistible conclusion which has to be arrived at is that since the concerned department is not an "Industry" the provisions of Industrial Disputes Act, 1947 have no applicability at all in relation to the present dispute and consequently this reference can only be held to be not maintainable.

By citing one decision of Hon'ble Supreme Court reported in J. T. 1997 (4) Supreme Court page 560, it has also been contended on behalf of the management that since admittedly the concerned workman was not appointed to the post in accordance with rules but was engaged on the basis of need of the work and he was admittedly an employee working on daily wage his dis-engagement from service cannot be construed to be a retrenchment under the Industrial Disputes Act. It has been contended that in the said decision Hon'ble Court has held that every department of the Government cannot be treated to be "Industry" and when the appointments are regulated by statutory rules the concept of "Industry" to that extent stands excluded.

Besides the aforesaid legal aspects raised in regard to the maintainability of this reference one another submission on behalf of the management is that in view of the decision of Hon'ble Supreme Court reported in 1992(4) Supreme Court Cases page 432 adjudication of such nature of dispute cannot be made under the Industrial Disputes Act by the Industrial Tribunal or the Court, rather the same is required to be filed before and adjudicated upon by the Central Administrative Tribunal.

The aforesaid submissions appear to have force and cannot be said to be devoid of substance, but in view of the findings already arrived at upon the first submission made in respect of the maintainability of this case, I consider it needless to go into the other aspects as well, highlighted as above, for coming to a definite finding.

Thus, in view of all the aforesaid, this reference stands rejected as not maintainable.

Let a copy of this award be sent to the Ministry of Labour for needful.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 22 जुलाई, 2002

का. आ. 2701.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/160 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-2002 को प्राप्त हुआ था।

[सं. एल-40012/53/99-आई.आर. (डी.यू.)]  
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 22nd July, 2002

S.O. 2701.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/160 of 99) of the Central Government Industrial Tribunal No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Posts and their workmen, which was received by the Central Government on 22-7-2002.

[No. L-40012/53/99-I.R. (D.U.)]

KULDIP RAI VERMA, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL NO. II, MUMBAI****PRESENT:**

S. N. SAUNDANKAR Presiding Officer  
Reference No. CGIT-2/160 of 1999

Employers in relation to the Management of the Chief  
Post Master

The Chief Post Master,  
Kalbadevi Head Post Office,  
Mumbai-400002

**AND**

Their Workmen  
Sh. Madhukar Sukhram Panchal,  
Newpapiwadi, K.K. Modi Chawl No. 1,  
R. No. 7, G.D. Ambedkar Marg,  
Mumbai 400 033

**APPEARANCES:**

For the Employer : Mr. B M. Masurkar, Advocate.

For the Workman : Ms. D. Fernandes, Advocate  
holding for Mr. Suresh Kumar.

Mumbai, dated the 10th July, 2002

**AWARD**

The Government of India, Ministry of Labour, by its Order No. L-40012/53/99/IR(DU), dtd. 30-7-1999, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Chief Post Master, Kalbadevi Post Office, Mumbai in terminating the services of the workman Sh. Madhukar Sukhram Panchal is legal and justified? If not, to what relief the workman is entitled?"

2. Workman, Madhukar Sukharam Panchal was engaged as a casual labourer by the Chief Post Master, Kalbadevi Post Office Mumbai on 21-5-1996. By the statement of Claim (Exhibit-7) he averred that his name is shown in Daily Muster Roll since joining and that he was issued the Identity Card No. 268417 issued by Post Master, Kalbadevi valid for three years from 21-6-1997 to 20-6-2000. It is the contention of workman that his name was registered with Employment Exchange. He worked more than 240 days and inspite of that, he was orally asked on 17th Sept. 1997 not to come on duty. He was not given notice pay nor retrenchment compensation, therefore his termination is against the provisions of the Industrial Disputes Act, therefore the management, postal department be directed to reinstate him with full back wages.

3. Management Postal Department opposed the claim of workman by filing Written Statement (Exhibit-9) contending that workman was daily wager, he was engaged for doing casual work on the basis of "No Work No Pay" and that he was paid wages for the work done. He worked few days in each month with intermittent breaks up to 17-9-97 and thereafter he did not turn up for work. Management denied that workman was terminated, therefore, question of retrenchment does not arise. Consequently management prayed to dismiss the claim of workman intoto being devoid of substance.

4. By Rejoinder (Exhibit-10) workman contended that he continuously worked for 374 days from 21-5-96 to September, 1997. Therefore he cannot be denied work and that denial of work amounts to retrenchment. By reiterating the recitals in the Statement of Claim and denying the contentions in the Written Statement, he contended his claim be allowed.

5. On the pleadings of the parties my Learned Predecessor framed issues (Exhibit-12) and in that context workman Panchal filed affidavit in lieu of Examination-in-Chief (Exhibit-13) and closed evidence vide purshis (Exhibit-16). Investigating Inspector of Kalbadevi Head Post Office, Mr. M.M. Kolar filed affidavit in lieu of Examination-in-Chief (Exhibit-18) and the ex-Investigating Inspector Shri M.S. Sonawane filed affidavit (Exhibit-21) and the management closed evidence vide purshis (Exhibit-22).

6. Workman filed written submissions (Exhibit-23) and copies of the rulings (Exhibit-25) and the management at (Exhibit-24). On perusing the record as a whole, the written submissions and hearing the Counsels at length, I record my findings on the following issues for the reasons mentioned below

Issues	Findings
1. Whether it is proved that workman has completed 240 days in a year as contemplated under section 25B of the Industrial Disputes Act?	No
2. Whether the management did not comply with Section 25F of the Act before terminating the services of the workman?	Does not survive.
3. Whether the action of the management in terminating the services of the workman is legal and justified?	Yes
4. If not, what relief the workman is entitled to?	As per order below

**REASONS**

7. Admittedly Panchal was engaged as a casual labourer by the postal department from 21-5-1996. According to workman he worked 374 days, however, management orally terminated him by 18-9-1997 without

giving him notice pay and retrenchment compensation, which is against the provisions of the I.D. Act. His contention that he worked 374 days and that too continuously is concerned, needs careful scrutiny. Workman has filed zerox copy of index of invoice despatched with list (Exhibit-11) shows in the year 1996 from May to December he worked 167 days and in the year 1997 from January 1997 till September 1997 he worked 207 days which apparently point out he did not work 240 days much less continuously, in a calendar year. Panchal admits in cross-examination para. 6 that he was not given appointment letter, he worked on daily wages, he worked from 22-5-1996 to 17-9-1997 and he received wages for the work done, he had no quarrel with management. Therefore, management has no reason to prepare the invoice register referred to above, falsely which indicates workman intermittently worked and that he did not work 240 days in a year, which falsifies the contention of workman that he completed 240 days in a year.

8. Workman Panchal thus did not work 240 days in a year as contemplated under Section 25B of the Industrial Disputes Act. Assuming for a moment, he worked more than 240 days in a year it is evident that he worked intermittently that is, he worked some days in each month in the year 1996-1997 which indicates he did not work continuously. Under Section 25B workman should have completed 240 days within a block of 12 calendar months commencing backward from the date of alleged termination and that too continuously. In *Sir Enamel & Stamping Works Vs. Their Workman SC 111136* Their Lordships observed :

“Whether the worker was employed only for eleven months the fact that during such a period of 11 months he had worked more than 240 days would not entitled him to get benefit of Section 25F of the said Act.” and further Their Lordships of Supreme Court in *Himanshu Kumar Vidyarthi Vs. State of Bihar AIR\_1997 SC 3657* pointed out :

“the daily wage employees whose services were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment.”

9. According to the workman he was orally terminated on 18-9-1997, however, management denied the same contending that he did not turn up for work he abandoned the work, stopped attending the work therefore, question of his termination does not arise. Workman admitted that he had no quarrel with the management, as work was on the basis of need, he was receiving wages for the work done. He admits in cross-examination para. 6 that when there was no work he was not getting wages. Mr. Kolar clearly pointed out that Panchal did not turn up for work. Had he turned up for work, management had no

reason to mark him absent. At this juncture, the Learned Counsel for the workman urged with force that Mr. Kolar admitted in cross-examination para. 8 that when casual labour remain present on duty they mark them present, however said invoice is kept blank from 18-9-1997 onwards which indicates the management deliberately discontinued him. It is to be noted that Mr. Kolar clearly pointed out that if the casual labour does not come on duty they keep portion blank and that invoice pg. 11 (Exhibit-11) shows the portion from 18-3-97 is kept blank, therefore there is no substance in the above said submission. She made much capital on giving Identity Card No. 268417 by the postal department and that his name was registered with the Employment Exchange, and urged workman thereby gets the right of regularisation under the Labour legislation. Ex-Investigation Officer Mr. Sonawane thrown light on the issuance of identity card which indicates, it was so given to the concerned for the public convenience. The issuance of identity card and registration with the employment exchange does not give right of permanency. Nothing to show that workman was recommended by employment exchange and that he has complied with the provisions of Section 25B of the Industrial Disputes Act, which shows his entry was back door entry which is condemned by the Hon'ble Supreme Court in catena of judgments. The fact that Panchal was engaged as a casual labour on the basis of need of work does not get any status of regular employee consequently giving him notice and retrenchment compensation, attracting the provisions of Section 25F does not arise.

10. The Learned Counsel for the workman urged with force that the provisions of the Act have to be interpreted in a manner which advances the object of the legislature contemplated in the statement of objects and reasons and that attempts should be made to avoid industrial unrest, to secure industrial peace and to provide machinery to secure that aid. I have gone through the ruling filed on behalf of the workman with list (Exhibit-25) however, they are no avail to him, since he did not work more than 240 days in a year that too continuously and that he was a casual labour. In view of the circumstances and the discussion supra it is clear that workman has not completed 240 days in a year, therefore, compliance of Section 25F does not arise, and in that context, the action of the management in connection with workman is legal and totally justified and consequently he is not entitled to any reliefs. Issues are therefore answered accordingly and hence the order :—

### ORDER

The action of the management of Chief Post Master, Kalbadevi Post Office, Mumbai, in connection with the workman Sh. Madhukar Sukhram Panchal is legal and justified and consequently he is not entitled to any reliefs.

S. N. SAUNDANKAR, Presiding Officer



नई दिल्ली, 23 जुलाई, 2002

## AWARD

का. आ. 2702.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन काउंसिल ऑफ मेडीकल रिसर्च के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 130/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[ सं. एल-42012/60/97-आई.आर. (डी.यू.) ]  
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 23rd July, 2002

S.O. 2702.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 130/97) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Council of Medical Research and their workman, which was received by the Central Government on 23-7-2002.

[No. L-42012/60/97-I R. (D.U.)]  
KULDIP RAI VERMA, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT: NEW DELHI

Presiding Officer : Shri B. N. Pandey

I.D. No. 130/97

Jai Veer Singh,  
C/o N. Ranganathswamy;  
314- A. S F.S. Flats,  
Pankha Road, C-3 Janakpuri,  
New Delhi-110058

—Workman

## Versus

The Director General,  
Indian Council of Medical  
Research, Ansari Nagar,  
New Delhi-110029.

—Respondent/  
—Management

The Central Government in the Ministry of Labour vide its Order No. L-42012/60/97-IR(DU) dated 5-9-97 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the Management of Indian Council of Medical Research, New Delhi in terminating the services of Shri Jai Veer Singh, Casual Worker w.e.f. 1-2-90 is just, fair and legal, If not, that relief he is entitled to?”

2. Claim statement, written statement and rejoinder were filed in this case. But at the stage of evidence none is present for the workman. On perusal of the order sheet, it transpires that the workman or any other person has not been appearing for the last several dates. It appears that the absence of the workman is deliberate and he is not interested in prosecuting the case. He has also not adduced any evidence despite opportunity. Hence, the case is disposed of and No Dispute Award is given in this case. Parties are left to bear their own costs.

Dated 17-7-2002

B. N. PANDEY, Presiding Officer

नई दिल्ली, 23 जुलाई, 2002

का. आ. 2703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एडमिनिस्ट्रेटिव ऑफिसर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 15/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[ सं. एल-14025/4/2002-आई.आर. (डी.यू.) ]  
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 23rd July, 2002

S.O. 2703.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2002) of the Central Government Industrial Tribunal/Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Administrative Officer and their workman, which was received by the Central Government on 23-7-2002.

[No. L-14025/4/2002-I.R. (D.U.)]  
KULDIP RAI VERMA, Desk Officer

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL TRIBUNAL CUM LABOUR**  
**COURT AT HYDERABAD**

**Present :**

Shri E. Ismail, Presiding Officer

Dated the 23rd day of May, 2002

Industrial dispute L.C.I. D. No. 15/2002

(Old I.D. No. 2/2000 Transferred from J.T. cum Labour  
Court, Visakhapatnam)

**BETWEEN**

Sri R. Venkateswara Rao,

D. No. 2-86/1, Mindi (Post),

Visakhapatnam-530012.

.....Petitioner

**AND**

The Administrative Officer,

Sailors Residential area,

A.D.M. Office, Nausena Baugh,

Visakhapatnam—530005.

...Respondent

**APPEARANCES :**

For the Petitioner : Sri K. Bala Krishna,  
Advocate

For the Respondents : Sri D. Ramesh, Advocate  
& Govt. Pleader

**AWARD**

This case I.D. No. 2/2000 is transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 15/2002. This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts as stated in the petition are : That the petitioner was appointed in the month of April, 1991 as watchman by the Administrative Officer from non-public fund and subsequently in 1992 he was asked to discharge duties of Bill Collector and that on passing matriculation examination in 1992 he was promoted as Maintenance clerk w.e.f. January, 1993 on a consolidated wages of Rs. 650/-.

3. His services were subsequently terminated from 18-7-1999 for no fault of his. No departmental enquiry is held although it is asserted that he committed misconduct. He was also not paid any compensation under law. No notice pay was also given. His termination of service is totally illegal and unlawful. Subsequently, he got issued legal notice demanding for reconsideration of decision taken by management and to reinstate him into service which was received by the respondent. Therefore, it is submitted that the respondent be directed to reinstate the petitioner with all consequential benefits and if there is no termination at all including back wages in full from the

date of termination till he is reinstated.

4. A counter was filed stating that this Court has no jurisdiction. As the wages are being paid from non-public fund and he was engaged as a labourer on casual basis. The non-public fund is nothing to do with the Indian Navy or the Government. The non-public fund is generated for the purpose of the welfare of the employees of the Indian Navy controlled by the competent authority under various organizations of the Indian Navy. The non-public fund is not a permanent institution and do not appoint employees on permanent basis. The employees are engaged on casual basis for a specific purpose and on completion of the job their services are terminated. Hence, the termination of the services of the workman is only in pursuance of job specified to him and was completed and there was no further need of his services.

5. The petitioner while discharging his duties at Nausena Baugh he was deputed for handing/taking over of Govt. Married Accommodation in Nausena Baugh on behalf of Administrative Officer. One Sri J. Albert, LCK(S), No. 15482-B was allotted Govt. Married Accommodation, 7A in Krishna building on 27-7-1997 on completion of two years of occupation he was required to vacate the flat as per the existing rules. It is for the same purpose of vacation of flat the workman is deputed so that the workman can inspect the flat and not down the damages if any to the Govt. property and charge the amount from the occupant of the flat towards damages. When Sri J. Albert, LCK(S) was handing over the flat to the petitioner, certain items are broken in the quarter like, W.C. Glass panel of windows etc., and the occupant of the flat was required to pay the damaged for the above mentioned items. Instead of collecting the damages from the occupant of the flat the workman took a sum of Rs. 600/- as bribe for not notifying the damages and made nominal barrack damages for a sum of Rs. 265/- instead of charging a sum of Rs. 1167/- towards total damages in the flat.

6. The matter was brought to the notice of the administration and it was investigated and workman confessed in having received the said bribe amount. A letter to that effect by the workman is enclosed herewith. Copies of statements of J. Albert and copy of the enquiry report of the Administrative Officer, Nausena Baugh dated 24-8-99 are enclosed herewith. He was terminated because he was found guilty of demanding and accepting bribe, misappropriation of money loss to Govt. ex-chequer and therefore, the termination of the services of the above said workman is in order. Further, Administrative office Nausena Baugh is not an industry as defined in I.D. Act. As such this Tribunal has no jurisdiction. Hence, the complaint may be dismissed.

7. The petitioner examined himself as WW1 and deposed in the chief examination the facts stated in the petition. He marked Ex. W1 his service certificate which is dated 14-9-98. Ex. W2 is the Identity Card that he did not conduct any misconduct. The management neither issued any memorandum nor any warning letter, he got issued Ex. W3 original. Ex. W4 is the postal receipt. Ex. W5 is the postal acknowledgement. No statement was recorded in his presence. In pursuance of the notice the

management produced daily summary dated 28-7-99 along with a letter dated 24-7-99. The management did not produce daily summary dated 29-7-99. He has not been gainfully employed from the date of termination nor he did got any employment.

8. In the cross-examination he deposed that his duties in the quarters are in the Sailors Residential Area. Ex. M1 is the statement that he stated that he collected Rs. 650/- and did not pass any receipt and handed over the same to the accommodation officer after the complaint lodged to the Administrative Officer. It is not true to suggest that his services were terminated on the ground that he misappropriated the amount collected from one of the equipments of the quarter and not properly discharged his duties. He denied that he collected Rs. 600/- on 26-7-99 from Mr. Albert and remitted the same on 29-7-99. He denied that he was removed for temporary misappropriation.

9. The management examined Mr. B.S. Rana, who worked as Administrative Officer, Nausena Baugh from 1997 to 1999. He deposed that they collected Rs. 30 to 35 from each quarter, it is a non-public fund and out of this they are paying the services of the sweepers, helpers etc. They also used to take the services of helpers at the time of vacating the quarters to point out the defects if any in the quarters. This non-public fund will be collected from the occupant and spend for the above said services. Non-public fund is not a permanent character like a public fund.

10. One Sri Albert had to vacate the quarter and the petitioner along with another sailor went to the quarter to take possession along with any deficiency or breakages. On 27th or 28th July, 1999 some naval police marshal came to see and reported that one person who was serving in ADM office have come and collected Rs. 600/- from Mr. Albert without passing any receipt. Then he questioned who is that employee. Then that naval police marshal brought the petitioner before him as the one who collected Rs. 600/-. Petitioner admitted having collected the amount but not as bribe but to get the western commode repaired. Then he was told that repairing will be done by someone else and he could not have collected the money Rs. 600/- without passing receipt instead of Rs. 1235/-. Therefore, he discontinued his services. Investigation took 25 days. He submitted a report on 24-8-99 to his superior. Ex. M2 and M3 are statements of Mr. Albert. Ex. M4 is the receipt of Rs. 1430/- passed in favour of Area Secretary. Ex. M5 is the statement of J. Albert. Ex. M6 is the statement of Mr. Umaphathi. Ex. M7 is his report. Ex. M1 is the statement given by the petitioner. It was remitted back on 28-7-99. Therefore, the petitioner is terminated by charges of misappropriation of Rs. 600/- only.

11. In the cross-examination, he deposed that the petitioner was there even before he took charge. There are 2600 quarters. They are permanent. The maintenance of quarters is of a permanent nature. In the quarter of Mr. Albert some other person was allowed to stay by him. He does not know his name. The other person also has to continue along with Mr. Albert that the said person did not pay his share. He does not have record to show the

person who was permitted to reside along with Mr. Albert. The enquiry took place in the presence of Mr. Umaphathi. Mr. Umaphathi gave Ex. M6. No charge memo is given to the workman. Ex. M8 is the vacating order relating to Mr. Albert. He does not know in whose hand writing the damages noticed on the reverse of the Ex. M8, Western commode damage is estimated at Rs. 970.00. The endorsement in Ex. M8 is made by the office staff. Ex. M8 is given by the petitioner. Subsequently, clearance certificate was given to Mr. Albert. Ex. W1 is issued by him. Ex. W3 is addressed to the management. He did not serve a copy of Ex. M8 on the workman. He denied that it is not a case of misappropriation.

12. It is argued by the Learned Counsel for the petitioner that even if Ex. M1 is taken as correct after all what he said he took Rs. 600/- for repairing and it was not a question of misappropriation. Even if Ex. M2 Mr. Albert's statement that he did not give clearance certificate as he did not know the rate of the broken commode and he would make repairs privately with the said one. Even Ex. M3 is the statement of Mr. Albert also he again states that the petitioner will get the same repaired privately. Even Ex. M6 does not come to the rescue of the respondent. Ex. M7 is the enquiry Report. Ex. M8 is the vacation order of Mr. Albert's quarters. It may be seen that the Learned Counsel argues that he is the same officer who had issued Ex. W1 certifying the conduct of the petitioner. It is admitted by MW1 that the work is of a permanent nature as there are about 2600 quarters and when if he was simply discharged from services it is a different matter. But, he was discharged alleging misappropriation. Therefore, an enquiry have to be conducted and in view of the Judgement of the Hon'ble Supreme Court in A.I.R. 1963 page 1914 of C.A. No. 681/1962 between Sur Enamel and Stamping Works Ltd., and their workman wherein held that all the five conditions laid down have been fulfilled. None of the five "conditions" have been complied with as per the above Judgement of the Hon'ble Supreme Court. Hence the petitioner is entitled to be reinstated with full back wages and continuity of service.

13. It is argued by the Learned Counsel for the Respondent that in Ex. M1 it is clearly admitted that petitioner took Rs. 600/- did not give any receipt. He admitted his mistake and further that he handed over the money to the Accommodation Officer after the complaint was lodged to him by the Administrative Officer. Even the statement of Mr. Albert everything goes to be the same and in Ex. M7 it is clearly stated by Mr. Rana that the petitioner took Rs. 600/- instead of Rs. 970/- for the glass W.C. and did not pass any receipt. Therefore, it is clearly proved that the petitioner is guilty of laches. Further, the salary is paid from non-public fund and therefore the petitioner is not entitled for any relief and the petition may be dismissed.

14. It may be seen that MW1 has deposed and admitted that they collected from the occupants Rs. 30 to 35 and keep them in non-public fund and from this they are paying for services to the sweepers, helpers etc., In the cross-examination he admitted that there are 2600

quarters which are permanent and the maintenance of the quarters is a permanent feature. He also stated that some other person was allowed to stay in Mr. Albert's quarter. He did not place on record to show the person who is permitted to reside with Mr. Albert that may be so. It is an admitted fact that petitioner was working from 1991 and he was dismissed in 1991 on grave charges of misappropriation. If he was simply dismissed it is a different matter. But, he was dismissed on the grave charge of corruption and misappropriation. The Hon'ble Supreme Court in the Judgement referred to above has laid down five conditions and here admittedly neither any charge is framed nor witnesses are examined before him nor he was allowed to cross-examine them nor he was allowed to examine himself or any defence witnesses. Therefore, the condition as laid down by the Hon'ble Supreme Court were not fulfilled. Hence, practically no enquiry was held and he was terminated on grave charges of corruption and misappropriation and it is against the principles of natural justice that he should be terminated without holding a proper enquiry. Hence, in the eye of law there is no termination from 8-7-98. Accordingly, the respondents are directed to reinstate him and as if there was no termination order he will be deemed to be on duty from 28-7-99 itself. He stated that he did not get any work nor the management was able to show that he is otherwise gainfully employed. Therefore, it is ordered that the petitioner be paid back wages at the rate of 50% of the last wage drawn from 28-7-99 till 31-5-2002. He shall be reinstated from 1st June, 2002. However, if he is not reinstated he will be entitled for full wages from 1st June, 2002. The management however is entitled to issue a chargesheet to the petitioner and conduct a proper enquiry in the light of the conditions laid down by the Hon'ble Supreme Court in the Judgement first cited that is A.I.R. 1963 page 1914 of C.A. No. 681/1962 between Sur Enamel and Stamping Works Ltd., and their workman. Award passed accordingly.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the open Court on this the 23rd day of May, 2002.

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
--	--

WW1: Sri R. Venkateswara Rao	MW1: Sri B.S. Rana
------------------------------	--------------------

#### Documents marked for the Petitioner

Ex. W1:	Original Service certificate dt. 14-9-98
Ex. W2:	Original Identity Card
Ex. W3:	Copy of legal notice dt. 29-1-2000
Ex. W4:	Postal receipt
Ex. W5:	Postal acknowledgement

#### Documents marked for the Respondent

Ex. M1:	Statement of the petitioner
Ex. M2:	Statement of J. Albert
Ex. M3:	Statement of J. Albert
Ex. M4:	Cash receipt dt. 4-8-99

Ex. M5:	Statement of J. Albert
Ex. M6:	Statement of Mr. Umapathi dt. 20-8-99
Ex. M7:	MW1's report dt. 24-8-99
Ex. M8:	Vacation order dt. 24-7-99

नई दिल्ली, 23 जुलाई, 2002

का. आ. 2704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचात (संदर्भ संख्या 28/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-40025/10/2002-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 23rd July, 2002

S.O. 2704.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2001) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom. and their workman, which was received by the Central Government on 23-7-2002.

[No. L-40025/10/2002-I.R. (D.U.)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR COURT  
AT HYDERABAD

PRESENT

SHRI E. ISMAIL

Presiding Officer

Dated the 23rd day of May, 2002

Industrial dispute L.C.I. D. No. 28/2001

BETWEEN

Sri N.S. Satyanarayana,

S/o N. Gandaiah,

R/o Kismatpur Village,

Rajendranagar Post.

.....Petitioner

AND

1. The Sub-Divisional Engineer (Admin),  
The Department of Telecommunications,  
Telecom District Manager,  
Mahaboobnagar.

2. The Office Incharge Telecommunication Dept.,  
Telecom Centre,  
Achampet-509 375.

Respondents

#### APPEARANCES :

For the Petitioner : M/s G. Vidya Sagar,  
Advocates

For the Respondent : Sri R.S. Murthy,  
Advocate

**AWARD**

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Brief averments of the petition are : that the petitioner was engaged as contract labour at Narayanpet Telecom Centre. Initially the petitioner was paid a salary of Rs. 2500/- per month. He worked at Narayanpet Telecom Centre till 31-12-1996. Thereafter petitioner was transferred to Achampet Telecom Centre on 1-1-97 from the date of joining he has been discharging his duties to the entire satisfaction of his superiors. He has worked continuously from 1993 under the respondent. Instead of regularizing his services, management sought to dismiss the petitioner. The respondents shall follow the directions issued in O.A. No. 1055/97 along with others before the Hon'ble C.A.T. seeking regularization of services and also sought for a direction to continue the petitioner's services. After hearing the Counsels the Hon'ble Court was pleased to dispose of the O.A. on 2-9-98. The operative portion of O.A. is as follows : "The respondents shall not disengage the services of the applicants so long as the work is available with them. In case of any eventuality of the respondents taking a decision to dispense with the services of the applicants, then they shall follow the prescribed procedure of issuing notice to each of the applicants and enter their names in the live register of retrenched casual labourers seniority wise and provide them work whenever the work is available in the department, in preference to freshers."

3. Subsequent to the order of the Hon'ble C.A.T. the petitioner made representation to continue him in service and requested for regularization. The Respondent instead of continuing him in service disengaged him. Thereafter applicant made several representations. Ultimately petitioner was issued with proceedings dated 1-1-98 which is received by the applicant on 8-12-2000 wherein it is stated that the applicant has been conferred for carrying out shifting the telecom work and that he has not reported for work as per letter dated 28-10-97 and that name of the applicant is deleted from the list. The proceedings issued by the respondent in deleting his name without issuing prior notice is illegal, arbitrary and contrary to the Judgement in O.A. No. 1055/97 dated 2-9-98. That as per the said Judgement he is entitled for reinstatement. However, others were taken into service ignoring the claim of the applicant. During the pendency of the OA before Hon'ble C.A.T. the applicant was continuously in service. Only after the Judgement, applicant was disengaged. When applicant made representation he was asked to wait for further orders. On 8-12-2000 he was issued with proceedings dated 1-1-98 stating that the name of the petitioner has been deleted from service only in order to victimize him. That number of juniors to the petitioner who were engaged subsequent to the petitioner's engagement are still continuing. The respondent did not follow Sec. 25F of the I.D. Act. The Respondent have not issued notice nor paid the retrenchment compensation as required under

provisions of the Act before terminating the services of the petitioner. At the time of the disengagement the petitioner was drawing Rs. 2500/- per month as salary. It is submitted that the Respondent published a list of contract labour engaged before 22-6-88 wherein the petitioner is listed at Serial Number three. That there is no contractor under which contract labour were engaged. It is only to evade the liability to regularize. It is submitted that the letter dated 1-9-98 stated that the petitioner did not reported for duty as per the letter dated 28-10-97. It is submitted that the petitioner has not received the letter dated 28-10-97. It is only to evade the consequent letter dated 1-9-98 is issued which is illegal and baseless. That the termination is illegal and the order of the Respondent terminating the petitioner from 1-9-98 received by him on 8-12-2000 is illegal and invalid. An award may be passed directing the respondents to reinstate the petitioner with continuity of service with full back wages and other attendant benefits.

4. A counter was filed stating that the petitioner was engaged on specific contract month to month due to exigency of service of telegraph Centre at Achampet district due to ban on recruitment in filling up the vacancies and absenteeism of regular employees proceeding on leave. The petitioner was disengaged after expiry of contract every month. Consequent to the orders passed by the Hon'ble C.A.T. in O.A. No. 1055/97. He was asked to work in shifting of telecom lines in Mahaboobnagar-Kurnool Railway Gauge conversion from September, 1997. He did not report and there after did not seek any work and his whereabouts were not known. The petitioner is also barred by principles of res judicata, having regard to the order dated 2-9-98 in O.A. No. 1055/97 wherein the relief sought is same.

5. The petitioner was engaged as Farash, Waterman and Telegraph Messenger for delivering telegraph messages at Narayanpet Telecom Centre from 1-4-83 on monthly contract basis and the said contract was renewed every month and was kept alive upto 31-8-97 and there after put an end through a notice vide letter No. E-9/94/97-98 dated 30-7-97. It is submitted that against the said notice the petitioner approached the Hon'ble C.A.T. through O. A. No. 1055/97 wherein he sought relief of granting temporary status and regularization under the Casual Labour (Grant of TS and Regularization) Scheme, 1989. The petitioner misread the factual position and as casual labour while his engagement was on individual monthly contract on part-time basis. It is submitted that the Hon'ble C.A.T. vide order dated 14-8-97 stayed the operation of the notice dated 30-7-97 effective from 1-9-97. The said O.A. was finally disposed of vide order dated 2-9-98 wherein the Hon'ble C.A.T. directed that the petitioner shall not be disengaged so long the work is available and if there is no work their services can be terminated and names be entered in the live register of retrenched casual labours and engage them according to seniority in preference to freshers.

6. During the pendency of O.A. 1055/97 14 applicants including the petitioner were diverted and attached to SDOT, Mahaboobnagar for carrying out

shifting telecom lines and railway gauge conversion between Mahaboobnagar and Kurnool but the petitioner for reasons best known to him did not report for duty as casual labour to SDOT, Mahaboobnagar. Consequently, the name of the petitioner was excluded vide letter No. LC/TDM-MBN/MMR/97-98 dated 1-9-98. The said letter was put up on notice board of office, where he functioned as casual labour, which is deemed to be within his knowledge for all purposes. The Hon'ble Tribunal namely, C.A.T. vide order dated 2-9-98 while disposing of the O.A. finally directed to consider the case of the petitioner for reengagement if there is work or alternatively include his name in live register and as and when work is available in preference to the freshers. On the basis of the said direction the Respondents have considered the claims of the applicants in the said OA and have been engaged for the available work vide letter No. LC/TDM-MBN/MMR/97-98 dated 1-1-98 and thereafter continued. However the petitioner did not evince any interest except filing the present petition wherein he mentioned that the knowledge of the notice dated 1-1-98 in December 2000. He never approached the Respondents at any time and there is no representation on the record. There is no scope to consider the claim of the petitioner in view of the policy contained in DOT-New Delhi OM No. 269/4/93-STN(Pt) dated 2-2-99 imposing total ban on engagement of casual labour in any form and the Group 'D' posts could be filled only in accordance with recruitment rules and not otherwise. The petitioner was engaged as Frarash, Waterman and Telegraph messenger on part time basis and the said contract was terminated due to availability of regular staff for a notice of one month on 30-7-97 effective from 1-9-91. That the averments are wrong and denied. The petitioner did not evince any interest and is deemed to have abandoned the work. Therefore, the action taken on 1-1-98 is just, proper, valid and in accordance with the law. The petitioner even after final disposal of the OA on 2-9-98 did not turn up and trying to make out a case for consideration at this point of time while the other applicants in OA have responded and working. And their services are also regularized. The petitioner is guilty of laches, apart from abandonment and as such and in view of the total ban of engagement of casual labour he is not entitled to any relief. Hence, the petition may be dismissed.

7. The petitioner examined himself as WW1 and deposed that he joined second respondent in April, 1993 as Telegraph Messenger. His duty hours are from 9AM to 5 PM. He worked at Achampet Telecom Centre up to July 1997 continuously. He completed more than 240 days in a calendar year. He has filed an application before the Hon'ble C.A.T. along with others for regularization. The Hon'ble C.A.T. was pleased to pass an order directing the respondent to prepare seniority list and whenever there is chance the applicant should be engaged. Ex. W1 is the seniority list dated 20th July, 1996. His name is at Sr. No. 4. Ex. W2 dated 1-5-97 is the number of employees working at nine branches. Ex W3 is the retrenchment notice. Ex. W4 is the copy of the proceedings dated 4-9-97 List of 14 employees diverted and attached to SDOT-MBN for carrying out shifting the telecom lines, his name is mentioned at Sl. No. 11. Ex. W5 is the copy of

proceedings dated 1-1-98 through which his name is deleted from the list and the said letter was received by him on 8-12-2000. After receiving same he made representation to the department for his reinstatement. After receiving the same the department has not taken any step. Ex. W6 is the copy of the OA order dated 2-9-98. Ex. W7 dated 22-6-98 department prepared a seniority list in which his name is kept at Sl. No. 2. Before terminating his services, the respondent has not given any notice or notice pay nor conducted any regular domestic enquiry. His juniors who were appointed subsequent to him like, S/Sri tippanna, Suresh, Venkata Swamy and Arif were regularized. Before filing this under sec. 2A(2) petition he has submitted his detailed representation under Ex. W8 with regard to his reinstatement. Therefore, the respondent may be directed to reinstate the petitioner into services with continuity of services with back wages and all other benefits.

8. In the cross-examination, he deposed that he belongs to Ismathpur of Ranga Reddy District. He furnished the address when he joined in 1993. He furnished the address of his native place to the Incharge, Telecom Centre. While filing the OA in Hon'ble C.A.T. of Achampet.

9. He joined the depot at Narayanpet in 1993. He was engaged on oral contract for the work relating to delivering the telegram messages. He used to work from 9 AM to 5 PM and on an average he used to deliver 25 messages. He received a salary of Rs. 1080/- per month and this was increased to Rs. 1230/-. He has not received salary of Rs. 2500/- at any time. He filed OA No. 1055/97 seeking regularization as telegraph messenger. He does not remember when the OA was disposed of. He applied for providing job in December, 2000. He did not apply earlier to December, 2000 for providing a job. The letter directing him to report for work has come to his knowledge in December, 2000. He does not know about 13 others who have also filed OA. That they have been provided with work. He does not know that the said 13 persons who were also contract telegraph messengers have been engaged in the project work of shifting telephone lines in connection with railway electrification of Mahaboobnagar. It is not true to suggest that he is not interested in the work of shifting telephone lines. He was going once in a month or so at Achampet where he was informed that his name was deleted from the list. There is no notice board at the Achampet and the officer informed him. He did not represented in writing at any time, upto the time of filing the application before this Tribunal. He only desired reinstatement as telegraph messenger. He wants the contract telegraph messenger post. The five persons mentioned by him are juniors to him and they also had filed similar OA. He do not know the post on which they are regularized. He denied as he was not interested, although 13 others of his batch have been provided work he did not evince interest.

10. Sri K. Narasappa, SDE (Adinin) at Mahaboobnagar deposed that he worked as JTO at Mahaboobnagar from August, 1994 to February, 1999. The claimant was engaged on contract basis by the then SSTT, Kurnool. He was engaged

on a contract from 1-4-93 to 31-8-97. All other 14 were engaged on railway gauge conversion at Mahaboobnagar. Among the 14 contract labour who have been entrusted with the fresh work the claimant did not report for the said work since the claimant did not report the notices were issued dated 30-7-97. Notice was put on the notice board at Achampet and Mahaboobnagar. As he did not report for duty another notice was put on 1-1-98. He only came for work on 8-12-2000 pursuant to the Tribunal order and as there is ban by the Government he cannot be engaged. Letter No. 269-4/93-STN-II (Pt) dated 12-2-99 which is marked as Ex. M1.

11. In the cross-examination, he deposed that the petitioner worked in their organization from 1-4-93 to 31-8-97. He cannot say the last drawn salary of the petitioner. Ex. W1 issued by the In-charge Telecom Centre, Narayanpet regarding the particulars of the staff. Proceedings dated 4-9-97 issued by the Divisional Engineer, Telecom, Mahaboobnagar for carrying out for shifting the telecom lines in connection with gauge conversion between Mahaboobnagar and Kumool is Ex. W4. It is not true to suggest that petitioner also came but neither he was provided with work nor regularized. Ex. W9 and Ex. W10 were received by the office in-charge. He is not aware whether Ex. W8 is in the department. That they filed the ban order dated 12-2-99. The ban is also there from 1985. He denied that he violated the orders of the Hon'ble C.A.T.

12. It is argued by the Learned Counsel for the petitioner that in view of the Judgment of the Hon'ble Supreme Court (2000) 10 cases page 294 in Singareni Collieries Company Ltd., versus Ande Lingaiah and another, this Court has got jurisdiction. He argued that Ex. W1 shows name of Satyanarayana by Sl. No. 4, it is dated 19-8-96 and he is shown as working at the said station at Narayanpet from 1-4-93. Ex. W3 is the service certificate showing that he worked from 1-4-93 to 31-12-96 through which he was also retrenched with 30 days notice. That Ex. W6 is the order in the OA dated 2-9-98 asking the respondent to provide work and Ex. W7 is the seniority list which shows that he has worked for 1342 days. Ex. W8 is the registered notice dated 19-6-2001 and Ex. M1 is the letter dated 2-9-98 banning the employment of casual labour. MW1 has admitted in the cross-examination that the said ban is there even from 1995 still this man was engaged in 1983 therefore for filing to carrying out the orders passed by the Hon'ble C.A.T. in OA No. 1055/97 the petitioner is entitled for reinstatement with back wages and all attendant benefits.

13. The respondent argued that it is clear that the petitioner was not interested as per orders of the Hon'ble C.A.T. dated 2-9-98 of the other 14 persons worked who were along with him and the petitioner did not choose to work and the cat is out of the bag when WW1 in the cross-examination deposed, "I only desire reinstatement as Telegraph Messenger. I want contract Telegraph Messenger post." Therefore, the petitioner himself was not interested, hence, he is not entitled for any relief as such the petition may be dismissed.

14. It may be seen that without going much into the details of others have been provided work who have approached the Hon'ble C.A.T. In fact, Sri Satyanarayana

was also provided with work he did not join. The order of the Hon'ble C.A.T. is dated 2-9-98 and the first time he approached is in December, 2000. He says of course from the circumstances falsely that directing him to report for work has come to his knowledge in December, 2000. Obviously he was not interested in the gauge work. Therefore, he did not join. It is not a case where the department has failed to carry out the orders passed by the Hon'ble C.A.T. Hence, the only direction can be given is that his name shall be included in the seniority list and his seniority can be taken as 1-4-93 and if any work is there whether as Telegraph Messenger or anywhere connected with the Department, he shall be provided with the same. Further, as the petitioner may not again come and say that he did not have knowledge he is directed to furnish his correct address to the respondent within 15 days from today by registered post acknowledgement due and the department also shall inform him if whenever they are providing work to the said address under registered post acknowledgement due.

Award passed accordingly Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 23rd day of May, 2002.

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
---------------------------------------	---------------------------------------

WW1. Sri N.S. Satyanarayana	MW1. Sri K. Narasappa
-----------------------------	-----------------------

#### Documents marked for the Petitioner

Ex. W1:	Copy of seniority list dt. 20-7-96
Ex. W2:	Copy of particulars of no. of workman dt. 1-5-97
Ex. W3:	Copy of retrenchment notice dt. 26-7-97
Ex. W4:	Copy of the proceedings dt. 4-9-97
Ex. W5:	Copy of the proceedings dt. 1-1-98
Ex. W6:	Copy of OA No. 1055/97 dt. 2-9-98
Ex. W7:	Copy of seniority list dt. 22-6-98
Ex. W8:	WW1's representation dt. 19-6-2001

#### Documents marked for the respondent

Ex. M1:	Copy of Lr. No. 269-4/93-STN-II (Pt) dated 12-2-99.
---------	---

नई दिल्ली, 23 जुलाई, 2002

का. आ. 2705.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 73/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[ सं. एल-40025/11/2002-आई.आर. (डी.यू.) ]

कुलदीप राय वर्मा, डैम्क अधिकारी

New Delhi, the 23rd July, 2002

**S.O. 2705.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2001) of the Central Government Industrial Tribunal/Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt of Telecom and their workman, which was received by the Central Government on 23-7-2002.

[No L.-40025/11/2002-I.R. (D U.)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
AT HYDERABAD

PRESENT

SHRI E. ISMAIL

Presiding Officer

Dated the 27th day of May, 2002

Industrial Dispute L.C.I.D. No. 73/2001

Between :

Sri K. Yesu,

R/o 43-121-20

Near Krishna Hotel Centre,

Vijayawada-520 015.

.....Petitioner

AND

1. The Divisional Engineer,

Telecom Transmission Installation,

Vijayawada-520004

2. The Chief General Manager,

Telecom, A. P. Circle,

Hyderabad-500 001

.....Respondents

Appearances .

For the Petitioner : M/s. R. Yogender Singh,  
Advocates

For the Respondents : Sri R.S. Murthy,  
Advocate

### AWARD

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s Cotton Corporation of India and two others.

2. The brief facts of the petition are : that the petitioner was engaged by the respondent at Hyderabad w.e.f. 1989 to July, 1992 and from July, 1992 till the date of oral termination dated 9-3-2001. The petitioner submits that he was terminated on the pretext that the vehicle in which he was engaged was sent to repair and

there is no requirement of his services any more to the department.

3. The petitioner submits that during his employment he got twice an opportunity in RTC to which he neglected with a fond hope of regularization of his services in the respondent department. Because his case is squarely covered under various orders issued by the respondent department from time to time. The petitioner also submitted an application for recruitment as regular driver and the proof of it is a letter issued by the DGM Transmission Installation, Hyderabad dated 20th May, 2000. That inspite of having completed all the requirements of the regularization he was denied the same arbitrarily, illegally, and in violation of their own orders (of the department) with a malafide intension of accommodating their interested persons. The petitioner submits that his termination is arbitrary, illegal and violative of the departmental orders issued from time to time and on the following grounds :

- (a) The petitioner submits that he worked with the respondent from 1989 to March, 2001 continuously without any break and without any remarks during the course of employment with the respondent.
- (b) The Petitioner submits that he is entitled for regularization of service way back in 1989 itself, where he completed 240 days of service in a year, instead he was engaged by the respondents on casual basis up to March, 2001 that itself speaks in volumes the illegality involved on the part of the respondent in handling the case of the petitioner.
- (c) The petitioner submits that the respondent failed to follow the provisions of Sec. 25 of the Industrial Disputes Act in terminating the services of the petitioner. The petitioner submits that he filed O.A. No. 705 of 2001 before the Hon'ble C.A.T., Hyderabad, subsequently withdrew the same with permission to file it before the proper forum as he failed to get the immediate relief.
- (d) The respondent failed to follow the principle of last come first go while terminating the services of the petitioner.
- (e) That after terminating the services of the petitioner the Respondents engaged one Mr. Tata Rao who is far junior than the petitioner on this sole ground only the petitioner is entitled for re-engagement into service.

4. It is, therefore, prayed that the Hon'ble Tribunal may be pleased to set aside the order dated 9-3-2001 in terminating the services of the petitioner and by directing the respondent to reinstate the petitioner by conferring temporary status and consequently regularizing the services of the petitioner



5. A counter was filed. That the petition filed for reinstatement, confirmation of temporary status and regularization of services is misconceived, baseless and incorrect. He is not specific about the post that he approached the Hon'ble C.A.T. by filing O.A. No. 705 of 2001 and sought the relief of reinstatement as casual motor driver in preference to his junior Mr. Tata Rao and confirmed of temporary status the said O.A. was dismissed as withdrawn with liberty to approach the proper forum. Petitioner did not seek the said relief before this Hon'ble Tribunal. That there is no post of casual driver at all on the sanction strength of the respondents. The post of regular driver is filled in accordance with Recruitment Rules with reference to age and educational qualifications etc. and it is a civil post for the purpose of Article 309 of the constitution of India. The appropriate forum for this purpose is not this Tribunal.

6. With modernization of Telecom set up an introduction of UHF and OFC it has become necessary to set up an installation wing with Divisions at different places to install and monitor linking of several telephone exchanges in A.P. Circle. The required personnel are requisitioned from the neighbouring SSAs on deputation considering the fact that it is project establishment and it has to be wound up on completion of work. In the event of neighbouring divisions not making available the requisite ancillary staff such as casual labour, skilled workers and drivers for transportation of men and material, adhoc arrangements were resorted to on purely temporary basis to the extent of requirement for a specific work for a specific period. The said labour including the drivers are engaged as and when it is felt necessary and expedient.

7. The engagement of the petitioner as casual driver in the office of Divisional Engineer carrier and V.F.T. Installation Hyderabad and his transfer to Vijayawada in July, 1992 and the service certificate dated 28-5-93 as casual driver on vehicle No. AHO 6706 is not borne out in record with the respondent. The petitioner be put to strict proof in this regard. The certificate to the fact that he worked at Hyderabad from 22-7-92 to 28-5-93 is not worthy of acceptance having regard to the statement that he was transferred to Vijayawada on July, 1992. For that the petitioner is misleading the Hon'ble Tribunal that he was engaged at Hyderabad from 1989 to 9-3-2001 as a driver and his services were terminated since the vehicle was sent for repairs. But the petitioner in support of his claim includes certificates from DET (TI), Vijayawada from June, 1993 to September, 1996 and further certificate from 1996 onwards. The said certificates are neither relevant nor necessary for the purpose of the present petition and are not borne out by any record. The petitioner was engaged as a substitute driver in emergencies intermittently in absence of regular drivers. The petitioner was engaged for a specific period and the engagement came to an end after expiry of the said period from 1-5-95 to

31-5-95 to drive the vehicle AP 16 D 9272, he was engaged as contingent labour in connection with installation of UHF system such as antenna orientation etc. from 1-5-96 to 10-5-96. He was engaged to drive the vehicle No. AP 16 D 9272 from 15-4-97 to 10-6-97, from 1-7-97 to 20-7-97 and from 1-8-97 to 31-8-97. He worked as casual mazdoor to assist the SDE (TI) Vijayawada for assisting in testing Equipment and during antenna orientation at various places. He was engaged to drive the vehicle as follows : 5 days in March 96, 6 days in Oct. 96 @ Rs. 73.75 per day, 2 days in Nov. 96, 16 days in Dec. 96, 15-4-97 to 30-4-97, 1-6-97 to 10-6-97, 1-7-97 to 20-7-97, 1-8-97 to 31-8-97 1-11-97 to 15-11-97 @ Rs. 76.50, 1-6-98 to 30-6-98 @ Rs. 95 per day.

8. It is submitted that the petitioner was intermittently awarded works relating to UHF Installation such as Orientation of antenna, hoisting of lighting spike, hoisting aviation light, fixing of stay angles etc. vide work order No. DE/TI-VJ/G2/96-98/84. VJ dated 25-7-97, 22-2-97, 12-3-98, 12-2-98, 23-6-98 and he received payments accordingly vide :

1. Bill No. 1/97, dated 1-9-97 for Rs. 2300.
2. Bill No. 2/97, dated 29-9-97 for Rs. 2000.
3. Bill No. 1/98, dated 12-3-98 for Rs. 3500.
4. Bill No. 2/98, dated 12-3-98 for Rs. 3500.
5. Bill No. 2/98, dated 6-7-98 for Rs. 3500.

Thus, the petitioner was a job contractor and was not exclusively a Casual Driver.

9. Further, the petitioner never worked on the post of a driver continuously from 1989 to March, 2001 and engagement of the petitioner if not in his intermittent, due to non-availability of regular transfer and there is no such engagement for 240 days at any time. The provisions of Sec. 25 F of the ID Act are not attracted. The petitioner having approached the Hon'ble C.A.T., Hyderabad vide OA No. 705/2001 and got it dismissed as withdrawn for reasons best known to him while the forum available to him is exclusively Hon'ble C.A.T. since the relief sought is a civil post driver which is filled in accordance with Recruitment Rules. The Petitioner is confusing the Hon'ble Court to gain undue sympathy. That the principle of last come first go has no application to the facts of the case as no drivers are engaged or appointed on casual basis but for the absence of the regular drivers. The petitioner put to strict proof with regard to engagement of casual drivers including Mr. Tata Rao for a period exceeding 240 days. Hence, the petition may be dismissed.

10. The petitioner examined himself as WWI and deposed the facts stated in the petition. He further deposed that he was appointed in October, 1989 as casual driver and transferred to Vijayawada in July, 1992 and worked at Vijayawada upto 8th March, 2001. On 8th March, 2001

he was told that vehicle requires some repairs and they went on telling him that they would call him back and ultimately they told him that they appointed another driver. He was not given any notice or notice pay in lieu thereof.

11. From October, 1989 to June, 1992 he was paid under ACG-17. The engagement of subsequent period supported by requisite documents. The juniors were engaged as casual drivers and casual employees are regularized during 1997. They are by name, Srinu, Nagaraju. There is no break in his service. Ex. W1 is the certificate of services issued by ADE, Vijayawada that he worked as casual motor driver from 22-7-92 to 28-5-93. Ex. W2 is another certificate issued by Divisional Engineer, Trans. Installation, Vijayawada that he worked as driver in VHF installation from June, 1993 to September, 1996. Ex. W3 shows the number of days he worked. Ex. W4 shows that he has been working as casual driver from 1996 to 1999. Ex. W5 is letter of DGM, Telecom that his application for recruitment as driver is forwarded. Ex. W6 certificate dated 21-12-2000 issued by Telecom Transmission Installation. That he worked for 30 days. That he lost two opportunities with the RTC in the hope of getting a job with the respondent. In the cross-examination, he deposed that he worked as a casual driver. He does not know whether it is a regular post or not. He does not have any appointment order or termination order. He was transferred from Hyderabad to Vijayawada along with vehicle bearing N. AP H 6706. That he drove the same vehicle for one year till 1993. The vehicle was condemned thereafter. He was engaged on vehicle No. AP 16 G 9272 Mahindra Jeep. He does not remember up to when he drove that vehicle. He drove tempo bearing No. AP 16 more 6710. He does not remember upto when he drove the same. He again drove another jeep from 1999 bearing No. AH 9 1559. That he brought quotations for repairing the vehicle. Even though the vehicle was repaired he was not reengaged. He filed OA No. 705/2001 before Hon'ble C.A.T. for engagement as driver. He withdrew the O.A. He was not called for any written examination or interview for the post he applied. That he has done casual mazdoor work on contract basis on this Ex. W6 and Ex. W7, he denied that he was not employed continuously and worked only as a contract mazdoor, hence, he is not entitled for any notice, notice pay or regularization. He was paid in cash for the work done by him. His signatures were obtained as and when he received payment. He is not in possession of any cash receipts except those which he has filed.

12. Sri G. Venkat Rao, Divisional Engineer, Transmission, Installation, Vijayawada deposed as MW1 and stated that he can trace out the records of WW1 from May, 1995 upto December, 2000. They are of intermittent nature. He was being engaged on and off for a specified work depending on the exigencies of work. He was paid on daily wages. He was also attending to contract works. Exhibits M1 to M18 are the vouchers of payment made

to the petitioner. Ex. M19 to M24 are the charges paid for electrical contract work to the petitioner. The post of the driver is filled as per recruitment rules through open advertisements and selection. There is ban on engagement of casual labour on regular establishment and the bank is continuing. Therefore, they could not engage the petitioner on permanent basis. They engaged daily wage driver when the regular transfer was not provided by regular drivers are not provided by neighbouring divisions. There is a project establishment to carry out installation of UHF systems, OFC systems in entire A. P. Connecting remote exchanges to the main exchanges. The petitioner was also engaged for contract work of erection of antennas.

13. In the cross-examination, he deposed that he does not have any powers to appoint. The papers shown to him are Log Book pertaining to AP 16 more 9272 which is now condemned. Whatever is the documents filed by the petitioner they do not have records. They have not engaged WW1 in any one year for 240 days or more. He has not filed any register to prove his contention. That WW1 was engaged less than 240 days in their organization. Since no record is available as it is a contingent work they have not issued any termination order. As and when the work is completed the contract will automatically cease.

14. It is argued by the Learned Counsel for the petitioner that it is not denied that the petitioner worked from 1989. He has worked continuously in the found hope that he will be regularized in due course and it is admitted by MW1 that exhibit M1 to M24 they do not have any other document and these documents are pertaining from 1996 onwards. Ex. M1 is dated 7-10-96 through which he was paid six days wages Rs. 442 for having worked in October, 1996. Ex. M2, he was paid Rs. 442 for six days wages, Ex. M3 is dated 4-12-96, he was paid Rs. 1,680 for 23 days in November for having worked, Ex. M4 is for Rs. 1,180 paid for 16 days in December, Ex. M5 is for 15 days in April, Ex. M6 dated 13-8-97 to 31-8-97 for 19 days. All these goes to show that he has been working continuously. Of course, with little gaps in order to avoid his being recruited or regularized. Therefore, he prays that the petitioner may be regularized.

15. The Learned Counsel for the Respondent argues that the petitioner has failed to prove that he worked continuously from 1989 and he has worked in various capacities and at two different places and he has withdrawn the OA filed when Hon'ble C.A.T. is the appropriate forum. He was not given any appointment order further he himself admitted that it is a casual post as such he is not entitled for any relief.

16. The Docket dated 9-5-2002 reads thus "Arguments heard award reserved." However, the Learned Counsel for the petitioner after the award was reserved filed on 20th May, 2002 stating that this Court directed him to file Log Book if it is available with him. However,

I do not remember any such direction and it is not served on the other side. It purports to be Log Book from 1-1-94 to 31-12-94. Whatever may be the case whether this Xerox copy of the Log Book is taken into consideration or not. We have to take the words of the petitioner as correct because he says that he worked from 1989 to July, 1992 at Hyderabad and then he was transferred along with the vehicle in July, 1992. The MW1 has clearly stated that records could not be traced out and Ex. M1 to Ex. M18 are the vouchers of the payment made to the petitioner and Ex. M19 to Ex. M24 are the charges paid for vehicle contract work to the petitioner. So it may be seen that in one capacity or other petitioner was working. Now, the petitioner's age is 36 years as on 7-1-2002. He has been with the organization till 2000. He has served the department. Hence, the ends of justice will be met if the following direction is given : The petitioner's seniority shall be taken as October, 1989 and if there is any employment of casual driver/casual labour either with R1 or R2, preference will be given to the petitioner for providing employment as casual driver/casual labour and subject to his fulfilling the minimum requirements except age which will be maximum age will be taken from October, 1989. And in due course, he shall be made temporary and subsequently permanent as per rules except age which has to be relaxed, his age to be taken as in October, 1989.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 27th day of May, 2002.

E ISMAIL, Presiding Officer

#### Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the respondent
--	--

WW1 : Sri K. Yesu	MW1 : Sri G. Venkat Rao
-------------------	-------------------------

#### Documents marked for the Petitioner

Ex. W1 : Copy of service certificate dt. 28-5-93  
Ex. W2 : Copy of service certificate dt. Nil  
Ex. W3 : Copy of service certificate dt. Nil  
Ex. W4 : Copy of service certificate dt. Nil  
Ex. W5 : Copy of Lr No TA/TI/E-1/HQ/99-2000/835  
dt. 20-5-99  
Ex. W6 : Copy of service certificate dt. 21-12-2000  
Ex. W7 : Copy of service certificate dt. 4-1-2001

#### Documents marked for the Respondent

Ex. M1 : Copy of voucher for the payment made to WW1 dt. 7-10-96  
Ex. M2 : Copy of voucher for the payment made to WW1 dt. 4-11-96  
Ex. M3 : Copy of voucher for the payment made to WW1 dt. 4-12-96  
Ex. M4 : Copy of voucher for the payment made to WW1 dt. 2-1-97  
Ex. M5 : Copy of voucher for the payment made to WW1 dt. 3-5-97  
Ex. M6 : Copy of voucher for the payment made to WW1 dt. 3-9-97  
Ex. M7 : Copy of voucher for the payment made to WW1 dt. 3-7-97  
Ex. M8 : Copy of voucher for the payment made to WW1 dt. 28-8-97  
Ex. M9 : Copy of voucher for the payment made to WW1 dt. 28-2-98  
Ex. M10 : Copy of voucher for the payment made to WW1 dt. 2-7-98  
Ex. M11 : Copy of voucher for the payment made to WW1 dt. 3-12-96  
Ex. M12 : Copy of voucher for the payment made to WW1 dt. 7-8-97  
Ex. M13 : Copy of voucher for the payment made to WW1 dt. 23-2-99  
Ex. M14 : Copy of voucher for the payment made to WW1 dt. 1-1-99  
Ex. M15 : Copy of voucher for the payment made to WW1 dt. 1-8-97  
Ex. M16 : Copy of voucher for the payment made to WW1 dt. 1-12-97  
Ex. M17 : Copy of voucher for the payment made to WW1 dt. 29-3-98  
Ex. M18 : Copy of voucher for the payment made to WW1 dt. 29-3-96  
Ex. M19 : Copy of cash receipt dt. 1-9-97  
Ex. M20 : Copy of work order dt. 25-7-97  
Ex. M21 : Copy of work order dt. 22-9-97  
Ex. M22 : Copy of work order dt. 12-3-98  
Ex. M23 : Copy of work order dt. 12-2-98  
Ex. M24 : Copy of work order dt. 23-6-98

नई दिल्ली, 31 जुलाई, 2002

**का. आ. 2706.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 447 सी ओ वाई ए एस सी (एम यू पी पी) टाईप "जी" के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 11/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-2002 को प्राप्त हुआ था।

[सं. एल-14011/25/2001-आई.आर. (डी. यू.)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 31st July, 2002

**S.O. 2706.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of 447 COY ASL (SUPP) TYPE 'G' and their workman, which was received by the Central Government on 31-7-2002.

[No L-14011/25/2001-I.R. (D U)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, LUCKNOW

#### PRESENT

RUDRESH KUMAR, Presiding Officer

Industrial Dispute No. 11/2002

[Ref. No. L-14011/25/2001-IR(DU) dated 21-1-2002]

#### BETWEEN

Sh. Atar Singh and Others, Village-Gajiawala  
(Ghatti Khola), Post-Ghanghora, Dehradun Cantt.  
Dehradun-248001

#### AND

1. The G.O.C -in-charge, Hq. Central Command Post-Dilkhsha, Lucknow (U.P.)-226001.
2. The Commandant, 447 Coy, ASC (Supply), Type 'G', Dehradun Cantt., Dehradun-248001.

#### ORDER

By order No. L-14011/25/2001-IR(DU) dated 21-1-2002, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to this industrial dispute between Sh. Atar Singh and Others, Village-Gajiawala (Ghatti Khola), Post-Ghanghora, Dehradun Cantt, Dehradun and the Commandant, 447 Coy, ASC (Supply), Type 'G' Dehradun Cantt, Dehradun for adjudication

The reference under adjudication is as under :

"WHETHER THE ACTION OF THE MANAGEMENT OF 447 COY ASC (SUPPLY) TYPE 'G' IN NON-REGULARISING THE SERVICES OF S/SH ATAR SINGH, RAJU, KHARAK LAL, H K. JOSHI, TUL BAHADUR, YAM BAHADUR, BISHAMBER DUDD, T.K. BAHADUR, NUR BAHADUR, C. B CHHETRI, RAM BAHADUR, GAURISHANKER, RATAN LAL, ANAND SINGH, RAM KUMAR, BHAJAN SINGH, BHUMI LAL, JAI PRASAD, YAM PRASAD, SURAJ SHARMA, BHIM BAHADUR CHHETRI IN THEIR ESTABLISHMENT SINCE 1990 ONWARDS IS JUSTIFIED? IF NOT, FOR WHAT RELIEF THEY ARE ENTITLED TO?"

2. The reference order has not annexed list of the workmen with their appropriate address and particulars to fix their identity. Shri Atar Singh and Others Village-Gajiawala (Ghatti Khola), Post-Ghanghora, Dehradun Cantt, Dehradun-248001 have been shown to be representing the workman. The word "others" in serial No. 4, does not show as who are concerned by this word. Also, the post against which regularisation is sought, is not indicated in the reference order. The reference order is vague and incomplete. Hence, it is open to the Central Government to make fresh reference, if so desired by giving full address of the workman, the name of post and date since when regularisation desired

LUCKNOW RUDRESH KUMAR, Presiding Officer  
25-7-2002

नई दिल्ली, 31 जुलाई, 2002

**का. आ. 2707.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 152/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-2002 को प्राप्त हुआ था।

[सं. एल-42011/33/90-आई.आर. (डी. यू.)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 31st July, 2002

**S. O. 2707.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/90) of the Central Government Industrial Tribunal/Labour Court Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 31-7-2002.

[No. L-42011/33/90 I.R. (D.U.)]

KULDIP RAI VERMA, Desk Officer

**ANNEXURE**

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. J.D. 152/90

Sh. Dhani Ram, General Secretary.  
B.C.B /B.B.M.B., Power Wing Mazdoor Union  
Sunderhagar-174401.

...Applicant

V/s.

Chief Engineer, Generation Power Wing,  
Bhakra Beas Management Board,  
Nangal Township, Distt. Ropar-140001.

...Respondent

**Representatives**

For the workman : Sh. Dhani Ram

For the Management : Sh. Ram Singh

**AWARD**

Dated: 17-07-2002

The Central Govt. Ministry of Labour vide Notification No. L-42011/33/90-I.R. (D.U.) dated 12th October 1990 has referred the following dispute to this Tribunal for adjudication:

"Whether the management of D.P.H. (Power Wing), Slapper (BBMB) has rightly placed the electricians in the pay scale of Rs. 400-660 instead of Rs. 430-800 w.e.f. 1981? If not to what relief the concerned workman are entitled and from what date?"

2. The union in the claim statement has pleaded that the management has denied the pay scale of Rs. 430-10-450/15-600/20-700/25-800 to the electricians and given the scale of Rs. 400-660 from the date of their respective appointment as all the electricians are diploma holder ITI and experienced persons and the pay scale of Rs. 400-660 wrongly given to them instead of pay scale of Rs. 430-800. It is further pleaded that the BBMB adopted the pay scales of PSEB and PSEB had already given this pay scales to its electricians. Thus the Union demanded the pay scale of Rs. 430-800 for the electricians instead of the pay scale of Rs. 400-660 with effect from the date, i.e. 01-01-1981 onwards.

3. The management in written statement has taken the plea that the old pay scale of electrician was Rs. 400-660 and these electricians are not entitled to the proposed pay scale of Rs. 430-800 from the date of appointment as these electricians were offered appointments on adhoc basis in the scale of Rs. 400-660 and these scales were adopted by the BBMB vide letter dated 29-06-80 and the scale of Rs. 430-800 was not adopted by the BBMB and thus the electricians are also not entitled to the pay scale of Rs. 1025-2100 w.e.f. 1-1-1986. Therefore,

the management has prayed for the rejection of the reference.

4. Replication was also filed by the Union reiterating the claim made in the claim petition.

5. The Union in evidence has produced Chaman Lal as WWI who has filed his affidavit Ex. W1 and he also relied on the documents Ex. W2 to W11. In rebuttal the management has filed the affidavit of Shri S.C. Dutta as Ex. M1 who also relied on the documents Ex. M2 to Ex. M8. He has deposed in the cross-examination that the pay scales of the PSEB as adopted by the BBMB in a particular category are paid to the employees of the BBMB.

6. I have heard the representatives of the parties and have gone through the evidence and record of the case, the rep. of the workman has argued that the electricians though they were offered the pay scale of Rs. 400-660 at the time of their appointment but the scale of Rs. 430-800 was denied to the electricians which scale was available in the Punjab State Electricity Board. He has drawn my attention to the circular of the Punjab State Electricity Board dated 23-8-1968 in which the electrician grade I and Electrician-cum-Armature Winder/Motor-cum-Armature winder who were given the scale of Rs. 430-10-450-15-525-15/600/20-700-25-800. It is admitted case of the Union that these persons numbering 14 were appointed as electricians and they were offered the post of electricians in the pay scale of Rs. 400-660 and they accepted the offer of appointment and joined their posts. These electricians were not designated as electricians grade-I or Electrician-cum-Armature winder. The scale of Rs. 400-660 was available in the Punjab State Electricity Board and this circular was adopted by the Bhakra Beas Management Board vide Ex. M5. Thus these 14 electricians were offered the pay scale of Rs. 400-660 and they accepted the same and joined their posts, then as per their designation and the pay scale adopted by the BBMB, they are not entitled to the scale of Rs. 430-800 as demanded by the Union.

7. The rep. of the Union has further argued that these electricians are ITI pass, so they are entitled higher pay scale. In my considered opinion, when these persons were appointed in the particular pay scale and accepted the said pay scale and joined their services, these 14 electricians cannot now say that they are entitled for the pay scale of Rs. 430-800 especially when they are not designated as electricians grade-I. The rep. of the management has also drawn my attention to the judgement of the Hon'ble Supreme Court of India in the case of Union of India and others and Makhan Chander Roy reported in 1997 (2) L.L.N. 459 in which it has been held by the Hon'ble Supreme Court that determination of pay scales is within the domain of the executive and the Tribunal should not have ventured in this forbidden field. Thus in view of the decision of the Hon'ble Supreme Court, these electricians are not entitled to the pay scale of Rs. 430-800. The reference is answered accordingly. Central Govt. be informed.

Chandigarh  
17-7-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 31 जुलाई, 2002

## AWARD

का. आ. 2708.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल मेडिकल रिसर्च सेन्टर के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 174/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-2002 को प्राप्त हुआ था।

[सं. पल-42012/141/97-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 31st July, 2002

S.O. 2708.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 174/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Regional Medical Research Centre and their workman, which was received by the Central Government on 31-7-2002.

[No L-42012/141/97-IR. (D.U.)]

KULDIPRAI VERMA, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT. Shri S. K. Dhal OSJS (Sr. Branch),  
Presiding Officer, C.G.I.T.-cum-  
Labour Court, Bhubaneswar.

Tr. Industrial Dispute Case No. 174/2001  
Date of conclusion of hearing 29th May, 2002  
Date of Passing Award 23rd July, 2002

## BETWEEN :

The Management of the Director,  
Regional Medical Research Centre,  
Indian Council of Medical Research  
Chandrasekharpur, Bhubaneswar.

1st Party-Management

AND

Their Workman, Shri Pandab Sahu,  
At. Kaimatia, P.O. Brajamohanpur,  
Via. Dhaulimunha, Distt. Khurda-752 115  
2nd Party-Workman

## APPEARANCES

M/s. B. C. Bastia & Associates For the 1st Party  
Management

None For the 2nd Party  
Workman

The Government of India, in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42012/141/97/IR(DU), dated 3-7-1998.

“Whether the activities of the Regional Medical Research Centre, Bhubaneswar, constitute to be that of Industry under Industrial Dispute Act? If so whether the action of the Management of Regional Medical Research Centre, in terminating the services of Shri Pandab Sahu is legal and justified? If not, to what relief the workman is entitled?”

2. The case of the 2nd Party is that, he was appointed vide appointment letter, dated 29-1-1990 initially for a period of 88 days at a time till 20-9-1991. He was continuously employed without any break from October 1991 to August 1996. He has completed 240 days work. His wages was revised from time to time by the 1st Party-Management and he was being paid Rs. 1,500 per month. He was retrenched from service with effect from 16-8-1996. He was not paid any retrenchment compensation or gratuity. He raised a dispute as the 1st Party-Management has violated the provisions of Section 25(G) and 25(H) of the Industrial Disputes Act. As the reconciliation failed the present reference has been made. The 2nd Party has prayed for his reinstatement with full back wages.

3. The 1st Party-Management in their written statement has averred that, the present reference is not maintainable because the 1st Party-Management does not come under the definition of Industry. Their further case is that, the 2nd Party was engaged in a time bound project. He did not face any interview or selection process by any Selection Committee. He was engaged as a daily rated Mazdoor as Peon-cum-Safaiwala. He was given one month notice before closure of the Project. The 2nd Party was not entitled to get the temporary status as because his name was neither sponsored by the Employment Exchange nor he was recruited through any regular recruitment procedure. So, his service was terminated on the closure of the Project. The 2nd Party had moved the Hon'ble High Court by filing application which was disposed of by the Hon'ble High Court with the observation that no mandamus can be issued to the Opp. Party (1st Party-Management) to take the petitioner (2nd Party) in service as the Project has been closed. According to the 1st Party-Management the disengagement of the 2nd Party does not amount to retrenchment under Section 2(oo) of the Industrial Dispute Act. So, they have prayed to answer the reference in favour of them.

4. On the above pleading of the parties, the following issues have been settled.

1. Whether the Regional Medical Research Centre, Bhubaneswar, is coming under the definition of Industry, under the Industrial Dispute Act?

2. Whether the action of the Management in terminating the services of Shri Pandaba Sahoo is legal and justified?

3. What relief the Workman is entitled to?

### FINDINGS

#### Issue No. I

5. Before going into the merit of the Issues, it may be stated here that, the 2nd party had participated in the proceeding till the settlement of the Issues. Thereafter, he remained absent and did not adduce any oral or documentary evidence. The 2nd Party though has not adduced any oral evidence has exhibited eight documents. As regards of Issue No. I the case of the 1st Party-Management is that, they did not come under the definition of Industry. In support of their case, copy of the judgement passed by the Hon'ble High Court of Madras in W.A. No. 81/96 has been filed, wherein it was held that, the Indian Council of Medical Research, New Delhi will not come under the definition of Industry. No materials have been placed on behalf of the 2nd Party to satisfy the Tribunal that, the 1st Party-Management comes under the definition of Industry. So, the present reference will not be maintainable. This Issue is answered accordingly.

#### Issue No. II

6. The order of the Hon'ble High Court passed on O.J.C. 9907/96, which has been exhibited in this case as Ext.-D. The Mandamus was refused on the ground that, the Project was closed. The 1st Party-Management also placed reliance in the case of Delhi Development Horticulture Employees Union-Versus-Delhi Administration, reported in AIR 1992 SC 789 wherein it has been held that, the persons employed under a scheme can not claim regularization merely because they put in more than 240 days service. I am of the opinion that this case is squarely applicable to the facts of the present case, as it appears that the 2nd Party was appointed for a particular period and for a particular project. Notice was given to the 2nd Party vide Ext.-F regarding closure of the project. So, the disengagement of the 2nd Party would not come under the definition of retrenchment. In that case, it can not be said that, the action of the 1st Party-Management in terminating the services of the Shri Pandab Sahu (2nd Party) is illegal or unjustified. This Issue is answered accordingly.

#### Issue No. III

7. In view of my findings given in respect of Issue No. I & II, the 2nd Party-workman is not entitled for any relief.

This case was originally posted to 27-6-2002 for Award. As I was out of Headquarters and had gone to Ooty to attend the workshop organized by the ILO and Ministry of Labour, the case was adjourned to this date in my absence. Hence, there was delay in pronouncing the Award.

9. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 24 जुलाई, 2002

का. आ. 2709.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मर्मगांव पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई के पंचाट (संदर्भ संख्या 194/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-2002 को प्राप्त हुआ था।

[सं. एल-36012/2/99-आई.आर. (विंध्य)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 24th July, 2002

S.O. 2709.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 194/1999) of the Central Government Industrial Tribunal, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mormugao Port Trust and their workman, which was received by the Central Government on 24-7-2002.

[No. L-36012/2/99-IR (M)]

B M DAVID, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. II) AT MUMBAI

PRESENT : S. N. Saundankar,  
Presiding Officer

REFERENCE NO. CGIT-2/194 of 1999

Employers in relation to the management of Mormugao Port Trust

a. Mormugao Port Trust,  
The Chairman,  
Mormugao Harbour,  
Goa-403803

b. Mormugao Port Trust,  
The Traffic Manager,  
Mormugao-Harbour,  
Goa-403803

And

Their Workmen  
Shri Shyam N. Rao  
C/o Smt. Satyawati N. Rao,  
Near Laxmi Narayan Temple,  
Headland, Sada,  
Goa-403804.

APPEARANCES :

For the Employer

Mr. M.B. Anchan  
Advocate.

For the Workmen . . . Mr. Jaiprakash Sawant,  
Advocate.

Mumbai. Dated 12th July, 2002

### AWARD

The Govt. of India, Ministry of Labour, by its Order No. L-36012/2/99/TR(M), dated 9-15/11/99, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of Mormugao Port Trust, Goa, in terminating the services of Shri Shyam N. Rao, outdoor Clerk working in the Traffic Deptt. of Mormugao Port Trust w.e.f. 17-2-1999 is legal and justified? If not, to what relief the workman is entitled to?”

2. Workman Shri Shyam N. Rao was engaged as an outdoor clerk in Mormugao Port Trust, Goa on 21-11-97. By the Statement of Claim (Exhibit-8) workman contended that on his representation on compassionate ground he was so appointed in Traffic Department and thereafter he was transferred in C.M.E. Department. It is his contention that in the month of February, 1999 he was called by Chairman, Mormugao Port Trust and informed him that because his elder brother is in job his services will be terminated, though his brother is living separately from the family members. It is contended he was not allowed to work from 17-2-99. He was terminated without any notice and conducting inquiry which is against the provisions of the Industrial Disputes Act and therefore it is unjustified and illegal. It is contended that workman is unemployed and consequently undergoing hardship therefore he contended his termination being illegal management be directed to reinstate him with full back wages.

3. Management Mormugao Port Trust resisted the claim of workman by filing Written Statement (Exhibit-10) contending that workman was appointed on Ad-hoc basis and his services were liable to be terminated without assigning any reason and notice, at any stage. It is contended that while appointing workman on compassionate ground he did not disclose to the management that his brother is already working in the Port Trust and his mother is getting family pension and that he is conducting coaching classes, which does not fit in Compassionate Employment Scheme of the Port Trust and therefore his services have been terminated. It is contended for the reasons referred to above action of termination of the workman being justified and legal, does not call for interference consequently prayed to dismiss the claim.

4. By the Rejoinder (Exhibit-13) workman reiterated the recitals in the Statement of Claim and denied the averments in the Written Statement.

5. On perusing the pleadings issues were settled at Exhibit-16, and in that context workman filed affidavit

in lieu of Examination-in-Chief (Exhibit-23) and closed evidence vide purshis (Exhibit-25); Senior Assistant Secretary, Mr. Keshav M. Burde filed affidavit in lieu of Examination-in-Chief (Exhibit-28) and management closed evidence vide purshis (Exhibit-29).

6. Workman filed Written Submissions (Exhibit-33) and the management (Exhibit-32). On perusing the record as a whole and hearing the Learned Counsel for both the sides, I record my findings on the following issues for the reasons stated below :

Issues	Findings
1. Whether it is proved that the services of the workman do not fall within the ambit of compassionate employment scheme?	No.
2. Whether the reference is maintainable?	Yes.
3. Whether the action of management of Mormugao Port Trust, Goa, in terminating the service of Shri Shyam N. Rao, Outdoor Clerk working in the Traffic Department of Mormugao Port Trust w.e.f. 17-2-1999 is legal and justified?	Not legal nor justified
4. What relief, the workman is entitled to?	As per order below

### REASONS

7. Admittedly workman Shri Shyam N. Rao, was appointed as a clerk on 21-11-97 vide appointment dtd. 17-11-97, in the Port Trust on compassionate ground due to death of his father while serving in the Port Trust. According to management, workman was appointed subject to passing of Written test and Typing test and pending investigation and verification and such other conditions as stipulated in the compassionate employment scheme. Senior Assistant Secretary Mr. Burde stated that subsequently, on investigation it was found that workman was in a position to adequately support himself, and he was conducting tuition classes and thereby getting money to maintain himself and as he disclosed false his services were terminated. Mr. Burde admits in his cross-examination that workman was appointed as per the service regulations applicable to the employees of Mormugao Port Trust, he was terminated without holding inquiry, he was not paid notice pay nor retrenchment compensation. Mr. Burde admittedly did not visit any tuition class nor filed any documentary evidence to show that workman was taking tuitions and thereby earning income, therefore, there is no evidence on record to show that workman by conducting tuitions gets money to maintain himself. Thus very cause of removal of workman in view of the position, does not implicit reliance.

8. The Learned Counsel Mr. Anchan urged with force that workman was appointed on ad-hoc basis, on compassionate ground and that the ground under the



scheme, he was appointed on investigation found untrue, resulting in his termination in-as-much-as the very order, dtd. 17-11-97 clearly speaks on his termination without notice if the reason found untrue, therefore there was no necessity to issue notice, holding inquiry attracting the provisions of retrenchment. He further submits that since workman adequately support himself, itself indicate that his appointment to the post of clerk does not come within the ambit of compassionate Employment Scheme and therefore the reference is not maintainable. It is to be noted that management witness Mr Burde clearly admitted that appointment of workman was as per the service conditions applicable to the employees of Mormugao Port Trust. Workman might have undertaken many things, as bargaining capacity of workers is always weak compared to the employer. Consequently covenant in the appointment order violative of the Principles of Natural Justice, cannot be pressed into service when apparently nothing on record to show that workman held coaching classes and thereby earns. When workman was appointed in the employment of Port Trust as per the service rules, duty casts on the employer to give opportunity to show cause hearing however, that is wanting which is against the Principles of Natural Justice. The Tribunal established under the social legislation cannot lost sight on this aspect, since the Act was brought on the statute book with the object to ensure social justice to both employers and employees and advance the progress of industry. Their Lordships of Supreme Court in Ajaib Singh Vs The Sirhind Co-operative Marketing-cum-Processing Service Society Ltd. & Anr. Jt 1999(3) SC 38 observed :

“The industrial tribunals is a piece of legislation providing and regulating the service conditions of the workers.”

In Hindustan Antibiotics Ltd. Vs. The Workman AIR 1967 SC 948 Their Lordships ruled :

“The Act is intended not only to make provision for investigation and settlement of industrial disputes but also to prove industrial peace so that it may result in more production and improve the national economy. The provisions of the Act have to be interpreted in a manner which advances object of the legislature contemplated in the Statement of objects and reasons. While interpreting different provisions of the Act, attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that end. In dealing with industrial disputes, the courts have always, emphasized the doctrine of social justice which is founded on basic ideal of socio-economic equality as enshrined in the Preamble of our Constitution. While construing the provisions of the Act, the court have to give them a construction which would help in achieving the object of the Act.”

9. The fact that workman worked continuously from 21-11-97 to 16-2-99 i.e. more than 240 days cannot be retrenched without following the provisions of Section 25B and 25F of the Industrial Disputes Act. However in the case in hand, admittedly workman was not given notice nor retrenchment compensation. Their Lordships of Supreme Court in Jai Shanker Vs. State of Rajasthan AIR 1966 SC pg. 492 ruled :

“Removal from service without giving opportunity to show cause is illegal.”

It is therefore apparent that the termination of workman is against the provisions of law and consequently not legal nor justified.

10. According to workman he is unemployed, from 17-2-99 and that he is undergoing hardship. Nothing on record to show that workman is gainfully employed. Considering all these aspects the management will have to be directed to reinstate the workman with full back wages and consequently issues are answered accordingly and hence the order :—

### ORDER

The action of the management of Mormugao Port Trust, Goa, in terminating the services of Shri Shyam N. Rao, Outdoor Clerk working in Traffic Deptt. of Mormugao Port Trust w.e.f. 17-2-1999 is neither legal nor justified.

Management, Mormugao Port Trust is directed to reinstate Shri Shyam N. Rao with full back wages.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 25 जुलाई, 2002

का. आ. 2710.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 168/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-22012/254/2000-आई.आर. (सी II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 25th July, 2002

S.O. 2710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 168/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 23-7-2002

[No. L-22012/254/2000-I.R. (C-II)]

N P. KESAVAN, Desk Officer

**ANNEXURE**

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. 168/2001

Shri Baldev Singh S/o Shri Karnail Singh, Mohalla Gillan,  
Dharamkot ..... Applicant

Vs.

1. The Sr. Regional Manager,  
Food Corporation of India,  
Sector 34, Chandigarh
2. The Asstt. Manager (D)  
Food Corporation of India,  
Dharamkot. .... Respondent

**REPRESENTATIVES:**

For the Workman : None  
For the Management : None

**AWARD**

Dated : 9th July, 2002,

The Central Govt. Ministry of Labour vide Notification No. L-22012/254/2000-IR (C-II) dated 16th April, 2001 has referred the following dispute to this Tribunal for adjudication

"Whether the action of the Management of FCI in terminating the services of Shri Baldev Singh, S/o Sh. Karnail Singh is legal and justified? If not, to what relief the workman is entitled?"

2. None has put up appearance on behalf of the parties. No claim statement has been filed. It appears that the workman is not interested to pursue with the present reference. The reference is dismissed in default. Central Govt. be informed.

Chandigarh.

Dated : 9-7-2002.

S.M. GOEL, Presiding Officer

नई दिल्ली, 25 जुलाई, 2002

का. आ. 2711.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम सी एल के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 410/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-22012/277/2000-आई.आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 25th July, 2002

S.O. 271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 410/2001)

of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of MCL and their workman, which was received by the Central Government on 23-7-2002.

[No. L-22012/277/2000-IR. (C-II)]

N.P. KESAVAN, Desk Officer

**ANNEXURE**

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, BHUBANESWAR

**PRESENT:**

Shri S.K. Dhal, OSJS (Sr. Branch),  
Presiding Officer, C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 410/2001

Date of Conclusion of the hearing—21st June,  
2002

Date of passing Award—16th July 2002

**BETWEEN:**

The Management of the Project Officer,  
Bharatpur Colliery of MCL,  
At/Po, South Balanda, Distt, Angul,  
Orissa ..... 1st Party-Management

AND

Their Workmen, represented through the  
General Secretary, Bharatpur Colliery  
Labour Union. At/PO. South Balanda,  
Dist. Angul, Orissa. .... 2nd Party-Union.

**APPEARANCES:**

Shri K.R. Raju, Personnel Manager	For the 1st Party- Management
Shri Biranchinarayan Pani General Secretary	For the 2nd Party- Union.

**AWARD**

The Government of India in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-22012/277/2000-IR (C-II), dated 14/21-6-2001:

"Whether the punishment of demotion of Shri C.R. Das from Dozer Operator, Gr.-I to Gr.-II and fixing wages at minimum scale by the Management of Kalinga Area of MCL is proportionate to the offence committed by him? If not, what relief he is entitled to?"

2. The case of the 2nd Party as pleaded in the Claim Statement may be stated in brief. That, the 2nd Party-Workman is an employee of MCL and is working in Kalinga OCP. Previously, he was working in Bharatpur Colliery. At that time he was the Dozer Operator, Grade-I. He was charge-sheeted and was suspended by the Manager, Bharatpur Colliery on 24-9-1994, thereafter he was allowed to resume on duty pending enquiry. On 12-11-1994 enquiry

was held. The 2nd Party had participated in the enquiry. He was found guilty for his misconduct. Punishment was awarded reverting him from Dozer Operator Grade-I to Grade-II at the minimum scale. The 2nd Party appealed to the Chief General Manager but his request was turned down. The grievance of the 2nd Party is that no enquiry was conducted. He was forced to sign on a paper written in Hindi. In his Claim Statement, the 2nd Party has challenged the findings of the Enquiry Officer and has prayed that the reversion from Dozer Operator Grade-I to Grade-II is not proportionate to the misconduct committed by him.

3. The 1st Party-Management has filed the Written Statement. Their first stand is that the reference is not maintainable, as the Tribunal has got no jurisdiction to entertain the reference. They have further stated the 2nd Party can not challenge the findings of the Enquiry Officer finding guilty for his misconduct before this Tribunal because that is not the terms of the reference. According to the 1st Party-Management the punishment imposed on the 2nd Party is proportionate to the misconduct committed by the 2nd party.

4. On the above pleading of the parties, the following issues have been settled.

#### ISSUES

1. Whether the reference is maintainable?
2. Whether the punishment of demotion of Shri C.R. Das from Dozer Operator, Gr.-I, to Gr.-II and fixing wages at minimum scale by the Management of Kalinga Area of M.C.L. is proportionate to the offence committed by him is legal and justified?
3. If not what relief the workman is entitled to?

5. Both the parties have declined to adduce any oral evidence. They have relied on the documentary evidence. The 2nd Party has filed nine documents, which has been exhibited from Ext.-1 to Ext.-9. The 1st Party-Management has relied on those documents.

#### FINDINGS

##### ISSUE NO. I

6. The following submission have been made on behalf of the 1st Party-Management.

- (A) That, recording of the Enquiry Officer finding the 2nd party delinquent guilty for misconduct can not be challenged under this reference as that is not the terms of the reference.
- (B) That, the Tribunal have no jurisdiction under section 11(A) of the Industrial Dispute Act to consider the propriety of the punishment as no dismissal or discharge order has been passed against the 2nd party.

On the other hand, the 2nd Party has submitted that, this Tribunal has got jurisdiction to consider the above two Issues. After hearing of both the parties, I am inclined to agree with the 1st Party-Management that, findings of the Enquiry Officer holding the 2nd Party guilty for misconduct can not be reviewed by this Tribunal because admittedly no reference has been made in this regard. The Tribunal

can not go beyond the terms of the reference. As regards, the 2nd submission, as per Section 11(A) of the Industrial Dispute Act, the Tribunal or National Tribunal had got the powers to give appropriate relief in the case of discharge or dismissal of the workman. Inviting attention of this Tribunal to the above provisions it has been submitted on behalf of the 1st Party-Management that no order of dismissal or discharge has been passed against the 2nd Party in this case, so this Tribunal can not record a finding that the punishment imposed on the 2nd Party is not proportionate to the misconduct committed by him. In the other words it is submitted on behalf of the 2nd Party that, when the reference has been made by the appropriate Government, this Tribunal is got jurisdiction to interfere into the quantum of punishment even though no order of dismissal or discharge have been passed by the 1st Party-Management. After hearing of both the parties, I am inclined to agree with the submission made on behalf of the 2nd Party. Before the insertion of Section 11(A), the Tribunal could interfere with the quantum of punishment only where punishment was shockingly disproportionate with the gravity of the misconduct committed by the delinquent workman because that could lead to the inference of malafides. After the insertion of Section 11(A), the Tribunal has got jurisdiction to interfere into the punishment and the Tribunal is to see whether the punishment imposed by the employer is commensurate with the gravity of the acts of misconduct.

7. As per my above discussion, I am of the opinion that, the reference is maintainable and this Tribunal has got jurisdiction to interfere into the quantum of punishment imposed on the 2nd Party-Workman when a dispute, has been referred by the appropriate Government.

##### ISSUE NO. II

8. The order, imposition of punishment on the 2nd Party has been exhibited in this case as Ext.-7. In Para-5 of the said order reads as follows:

On perusal of the report of the Enquiry Officer enquiry proceeding papers, documents therein vis-a-vis representation, dated 12-12-1995 of Shri Das, the charges are sufficiently proved. In view of the fact the charges are sufficiently proved and there is no extenuating circumstances, demotion to the lower grade was recommended to the competent authority who also on going through the Enquiry Officer's report and enquiry proceeding papers and documents therein has approved demotion of Shri C.R. Das from the Post of Dozer Operator, Gr.-I to Dozer Operator, Gr.-II at the minimum of the scale.

This order does not reveal that, there was any charge of misconduct against the 2nd Party earlier in which either he was warned or censured or fined. The report of the Enquiry Officer has been exhibited in this case as Ext.6. Under the findings the Enquiry Officer has stated that, as described above, the 1st Party-Management has been able to prove all the charges leveled against the 2nd Party-Workman and the charges leveled against the 2nd Party stands proved. This report also does not reveal that any charge of misconduct was proved against the 2nd Party

earlier for which either he was warned or censured or fined. The allegation made against the 2nd Party is that he badly abused and threatened to assault the Manager of the 1st Party-Management and the 2nd Party was found guilty and there after punishment was imposed on him reverting from Dozer Operator, Grade-I to Grade-II. In this connection it is submitted on behalf of the 2nd Party that this punishment imposed on him is shockingly disproportionate. According to the 2nd Party when there was no allegation of misconduct previously lenient view could have been taken without imposing the above punishment. I have already stated that, where the Tribunal finds when the domestic enquiry was fairly and properly conducted the Tribunal may award lesser or minor punishment because, the workman has the right to invoke the powers of the Tribunal for reduction of the penalty. Section 27 of the Certified Standing Order prescribes the mode of punishment of misconduct. Those are, issue of warning, censure the delinquent, imposition of fine, suspension for 10 days without salary, stoppage of increment with cumulative effect, stoppage of increment without cumulative effect, reversion from higher grade to lower grade, dismissal or discharge and from removal from service. In this case, the 1st Party-Management has reverted the 2nd Party to the lower grade without taking resources of the other punishments provided in the Standing Order. After perusal of the report of the Enquiry Officer, taking into consideration the gravity of the misconduct committed by the 2nd Party, I am of the opinion that the punishment imposed on him by the making demotion from Dozer Operator Grade-I to Grade-II and fixing wages at the minimum scale of pay as shockingly disproportionate to the gravity of the offence committed by the 2nd Party. In the other words, the punishment of demotion of Shri C.R. Das, the 2nd Party, from Dozer Operator, Grade-I to Grade-II and fixing wages at the minimum scale by the 1st Party-Management and Bharatpur Colliery of MCL is not proportionate to the offence committed by the 2nd Party.

### ISSUE NO. III

9 This Tribunal is aware of the fact that, the quantum of punishment can not be interfered with, without recording specific findings on the point. No indulgence should be provided to a person found guilty for allegation of misconduct. The Tribunal has no power to convert the penalty into a reward purporting to exercise of discretion. But in this case, as I have stated that the demotion of Shri Das, 2nd Party from Dozer Operator, Grade-I to Grade-II and fixing wages at minimum scale, by the 1st Party-Management is shockingly disproportionate to the offences committed by the 2nd Party. If my opinion, the order of punishment, demotion of the 2nd Party from Dozer Operator, Grade-I to Grade-II and fixing wages at the minimum scale by the 1st Party-Management is illegal and shockingly disproportionate. Considering the nature and gravity of misconduct committed by the delinquent, withholding one increment for two years without cumulative effect could have the proper punishment and in the case of this nature, in my opinion, the pay of the 2nd Party, delinquent should have been reduced by one increment for period of two years without cumulative effect.

10. Reference is answered accordingly

S.K. DHAL, Presiding Officer

नई दिल्ली, 25 जुलाई, 2002

का. आ. 2712.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या 11/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-22012/314/95-आई.आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 25th July, 2002

S.O. 2712.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 23-7-2002.

[No. L-22012/314/95-I.R. (C-II)]

N.P. KESAVAN, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR-COURT, ASANSOL

PRESENT :

Shri Ranjee Pandey Presiding Officer

Reference No. 11 of 1996

PARTIES :

Agent, Bankola Colliery of  
M/s E C Ltd.,

... Management

Vis.

Sh. Abu Hussain Sekh

... Workman

Representation :

For the Management

Shri P. K. Das,  
Advocate.

For the Workman  
(union)

Shri M. Mukherjee,  
Advocate.

INDUSTRY : Coal.

STATE : West Bengal

Dated, 21st June, 2002

### AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, Govt of India through the Ministry of Labour by its order No. L-22012(314)/95-IR(C.II) dated 22-2-96 has referred the following dispute for adjudication by this Tribunal.

“Whether the action of the Management of Bankola Colliery under Bankola Area of M/s. ECL in dismissing Sh. Abu Hussian Sekh, Timber Mazdoor from services is legal and justified? If not, what relief the workman concerned is entitled to?”

After receiving the reference summons were sent to both the parties. In response to the summons management and the union appeared through Ld. Advocate Shri P. K. Das and Shri M. Mukherjee respectively. Both the parties submitted their respective written statement.

The facts of the case in brief is that the workman viz. Shri Abu Hussian Sekh was a permanent employee of ECL and he was posted as a Timber mazdoor in Bankola Colliery. The workman was dismissed from his service due to his absence from duty from 21-1-94 to 22-2-94 i.e. for a period of about one month. After giving the memorandum of charge-sheet the management conducted a domestic enquiry and considering the facts that mis-conduct of the workman was established, the order of dismissal was passed.

The case of the management in brief is that the concerned workman became absent from his duty from 21-1-94 without any authorised leave or prior permission of the management nor he gave any information to the management earlier about his absence. Thereafter the management issued a memorandum of charge-sheet as per provision of the standing orders and the workman submitted explanation but the same was not found satisfactory and as such an enquiry was held by independent Enquiry Officer appointed by the competent authority in presence of the workman. After concluding the enquiry the Enquiry Officer submitted the enquiry report and after perusing the enquiry report the management came to the conclusion that the allegation and mis-conduct against the workman was established and accordingly the workman was dismissed from service on 6-10-94. Further case of the management is that the plea of the workman about his illness is wrong and could not be established during enquiry. The order of dismissal is justified and the workman is not entitled to any relief.

The case of the union in brief is that the workman could not attend his duty from 21-1-94 on account of illness. He was under medical treatment of Dr A K. Layek of Ukhra and no sooner he became fit he approached the management with medical certificate to resume his duty on 18-3-94. Although he joined his duty and continued to work till 9-4-94 but thereafter he was not allowed to continue his duty and he was asked to appear before the enquiry committee. The further case of the workman is that before dismissal no proper enquiry was conducted and the order of dismissal is illegal arbitrary and against the principle of natural justice. Even before the order of dismissal no copy of enquiry report was given to the workman. The further case of the workman is that in any view of the matter the order of dismissal is not justified and disproportionate to the nature of mis-conduct alleged and hence the same may be set aside.

Both the parties were heard on the preliminary point of validity of enquiry proceeding on 28-8-98 during which

Ld. lawyer for the union (workman) fairly conceded that there is no irregularity or invalidity in the enquiry proceeding and hence the enquiry was held to be valid. Both the parties made submissions on the basis of materials produced during domestic enquiry.

It is admitted by both the parties that the workman became absent from his duty from 21-1-94 to 22-2-94. It is also admitted that the workman could not establish his plea that he became absent during that period on account of illness. In the facts and the circumstances of the case it has been proved that the absent of the workman was unauthorised.

Ld. lawyer for the union made submission only on the point of quantum of punishment. He submitted that the workman was a permanent employee and hence the order of dismissal is a capital punishment which is not proportionate to the nature of mis-conduct. He also submitted that the workman has no history of any previous such mis-conduct and hence the order of dismissal may be set aside.

Ld. lawyer of the management also made an attempt to justify the order of dismissal but fairly admitted that there is no allegation against the workman about his previous absence from duty. Front persual of the copies of charge-sheet it is clear that there was no charge against the workman about any previous absence and hence in my opinion the order of dismissal is too severe punishment and it is not proportionate to the nature of charges against the workman. In my opinion the punishment of stoppage of one increment of workman will meet the ends of justice. Hence the order of dismissal is set aside and the same is substituted by punishment of stoppage of one increment. Management is directed to reinstate the workman in service with back wages. In the above manner the award is passed.

RAMJEE PANDEY, Presiding Officer

नई दिल्ली, 25 जुलाई, 2002

का. आ. 2713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 118/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[ सं. एल-22025/1/2002-आई.आर. (सी-II) ]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 25th July, 2002

S.O. 2713.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 23-7-2002.

[No. L-22025/1/2002-I.R. (C-II)]

N.P. KESAVAN, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
AT HYDERABAD

PRESENT

Shri E. Ismail Presiding Officer

Dated the 29th day of the May, 2002

Industrial Dispute L. C.I.D. No. 118/2001

BETWEEN:

Sri Elegeti Kumar,  
S/o Rayamallu,  
Badli filler at SRP-2A Incl.,  
Singareni Collieries Co. Ltd.,  
Srirampuram,  
Adilabad Dist

... Petitioner

AND

1. The General Manager,  
Singareni Collieries Co. Ltd.,  
Srirampuram, Adilabad Dist.

2. The Colliery Manager,  
SRP-2A Incl.,  
Singareni Collieries Co. Ltd.,  
Srirampuram, Adilabad Dist.

... Respondents

Appearances

For the Petitioner : M/s. K. Vasudeva Reddy,  
Advocates

For the Respondent : M/s. J. Parthasarathy,  
Advocates

## AWARD

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri. U. Chinnappa and M/s. Cotton Corporation of India and two others.

2 Brief averments of the petition are: It is submitted that petitioner's father who used to work as General mazdoor at RK-5 Incline, died while in service in the month of March, 1996 leaving the petitioner, his Mother and other family members in lurch. As such the petitioner was provided with employment on compassionate ground as badli filler and posted to work at SRP 2A incline w.e.f. 9-10-98. Accordingly, the petitioner reported for duty on 9-10-98 and was performing his duties.

3 Due to the sudden death of petitioner's father his other has become sick and bed ridden. As nobody was there in the family to look after the mother, he was looking after his ailing mother. As the petitioner did not have much leave to his credit, he used to apply leave on loss of pay, or intimate the authorities that his health also is not good and he also has become sick. While so, he was issued with a charge-sheet on 27-1-2001 alleging misconduct. An enquiry was conducted and he was dismissed. The petitioner is the only earning member of his family the petitioner and his

family is put to hardship and starvation. Hence it is prayed to direct the respondents to reinstate the petitioner granting all other consequential benefits.

4. A counter was filed stating that the muster rolls he has put in is very poor in 1998 he put only 58 days, in 1999-193 days, in 2000-52 days and upto April, 2001-14 days. That an enquiry was conducted and he was rightly removed. Hence, the petition may be dismissed.

5. The petitioner's Counsel conceded that the enquiry conducted is valid and made final arguments under Sec. 11-A.

6. It is argued by the Learned Counsel for the petitioner that petitioner was given employment on compassionate grounds as badli filler in 1998 although his father died in March, 1996. That petitioner was dismissed from services on 16-7-2001. As it was an appointment under compassionate grounds, petitioner may be reinstated.

7. It is argued by the Learned Counsel for the Respondent that although it was a compassionate appointment on 1-10-98 and his attendance was not proper that also not upto the mark, 193 muster rolls in 1999 and 52 muster rolls in 2000 and 14 muster rolls in 2001. He does not deserve any sympathy and no relief from the Hon'ble Court.

8. It may be seen that the appointment was on compassionate grounds and the 58 days is supposed to have put in during 1998 is not below average as he was appointed only on 9-10-98 with musters out of 85 days he has done 58 muster rolls, in 1999 also it was 193 days, during 2000, and 2001 he submits that his mother was sick and he himself became sick. Hence, as it is a compassionate appointment I am of the opinion that one more chance can be given to him.

9. In the result, an award is passed in the following terms: Elegeti Kumar S/o Rayamallu, petitioner herein be appointed as temporary badli filler afresh on or before 1st July, 2002 and if he puts in minimum 190 muster rolls for three continuous years, he should be made permanent badli filler and these three years subsequent to the appointment should also be taken into consideration for rating as permanent badli filler.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 29th day of May, 2002.

E. ISMAIL, Presiding Officer

## Appendix of evidence

Witnesses examined for  
Petitioner

NIL

Witnesses examined for the  
respondent

NIL

## Documents marked for the Petitioner

NIL

## Documents marked for the Respondent

NIL

नई दिल्ली, 25 जुलाई, 2002

Sarathy, Advocates

का. आ. 2714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस सी सी एल के प्रार्थनार्थ के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 119/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई.आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 25th July, 2002

**S.O. 2714.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 119/2001) of the Central Government Industrial Tribunal-Cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 23-07-2002

[No. L-22025/1/2002-IR (C-II)]

N. P. KESAVAN, Desk Officer

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated the 23rd day of May, 2002

Industrial Dispute L.C.I.D. No. 119/2001

BETWEEN:

Sri Battula Kannaiah (EC. 1166045)  
S/o Venkataiah, Ex EP Operator,  
Medipalli OCP, RG-III Area,  
Singareni Collieries Company Ltd.,  
Godavarikhani, Karimnagar Dist. ..Petitioner

AND

1. The General Manager,  
Medipalli OCP,  
Singareni Collieries Company Ltd.,  
Godavarikhani, Karimnagar Dist.
2. The Deputy Chief Engineer,  
Medipalli OCP,  
Singareni Collieries Company Ltd.,  
Godavarikhani, Karimnagar Dist. . Respondent

**Appearances:**

For the Petitioner : M/s. K. Vasudeva  
Reddy, Advocates  
For the Respondent : M/s. J. Partha

**AWARD**

This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts as stated in the petition are : That the petitioner was appointed as EP operator at OCP III Area, Singareni Collieries Co. Ltd., on 25-12-90. Thereafter he was transferred to Medipalli OCP in 1997 and continued to work there till the impugned order is passed. While the petitioner was working as EP operator, Medipalli OCP, the petitioner met with an accident resulting in severe injury to his left knee apart from other bodily injuries. He was admitted in the hospital, being maintained by the Singareni Collieries, on 19-3-2000 and he was under treatment of the doctors at Area Hospital for some time. As he was not given proper treatment the injury turn from bad to worst. As there was nobody to look after the ailing petitioner, he has no option except to go to Karimnagar, where his in laws and other relatives reside. Accordingly, he went and taking treatment at Govt Hospital, Karimnagar and by Telegram dated 17-4-2000 informed the authorities and also sent a representation on 8-6-2000. Despite receipt of the same authorities have not responded any manner. Petitioner was under a bonafied impression that his request for sanction of leave was acceded by the authorities. Upon recovery from illness, petitioner has attended for duty on 4-5-2000 along with medical certificate. He was not allowed for duty and he was dismissed from services treating the period of his illness as unauthorized absenteeism. The enquiry was conducted behind his back. That the notices sent to his native place returned undelivered by the postal authorities. And although the enquiry notice was published in Andhra Jyothi Telugu daily newspaper on 12-10-2000, he was not aware. Hence, he may be reinstated with all continuity of service, back wages etc

3. A counter was filed stating that the dispute under Sec. 2A(2) of the I.D. Act is not maintainable. That the petitioner was appointed as operator trainee at OCP-III Area, Singareni Collieries Company Ltd., on 25-12-90. He was transferred to Medipalli OCP in 1997. The petitioner absented from duty from 1-2-2000. A telegram was sent to his native address and local address. The petitioner sent an application dated 8-6-2000. That he is under going treatment at Karimnagar for pain in left leg. The petitioner had never stated so earlier nor he applied for leave. He did not produce any documentary proof or about his accident in support of his contention. Only record is an out patient chit No. 1009 dated 19-3-2000 of the Area Hospital, Godavarikhani. According to which he has got opened in left knee and advised rest for three days from 21-3-2000. However, after receipt of the application dated 8-6-2000, the petitioner was asked to report to the Company Area Hospital at Godavarikhani. He failed to do so. As he failed to report to the Area Hospital, Godavarikhani a charge sheet bearing Number MOC/PG/2000/13/1350 dated 31-8-2000 was sent to his native address under registered post acknowledgement due and charge sheet was also

published in Andhra Jyoti Telugu Daily newspaper. No reply was received, again a paper notification is published in Vartha. Again the petitioner did not respond. The enquiry was conducted ex-parte. The petitioner's attendance at Medipalli during 1997 for 116 days, during 2000-12 days. It may be seen that he never put in 240 musters in any of the year. Further what about his absence from February itself if he has gone to Hospital from 19-3-2000. The only representation received was the Telegram dated 8-6-2000. The enquiry was conducted properly and hence the petition may be dismissed

4. The petitioner's Counsel conceded the enquiry was fairly conducted and therefore Ex. W1 to Ex. W8 and Ex. M1 to Ex. M6 are marked with consent. It may be seen that whether the powers under Sec. 11A can be invoked. No doubt the Learned Counsel for the petitioner argued at length that it is only due to fracture in the leg he was unable to attend. It may be seen that February itself he was absenting and he attended for the duty on 4-5-2001. His previous record was also not a happy one. Having worked in the previous years the maximum number of days he has worked from 1997-116 days, 1998-144 days, 1999-166 days, which shows that he was habitually absent. But seeing that he was appointed as EP Operator at OCP III Area, Singareni Collieries Co. Ltd., on 25-12-90, by the time he was dismissed he had already put in 10 years of service. Hence, I am of the opinion that the punishment can be modified and the award is passed as follows: The respondent is directed to reinstate the petitioner on or before First July, 2002 as EP Operator wherever vacancy is there either at Medipalli or anywhere else on the minimum pay scale as a fresh candidate. He is not entitled for any back wages or seniority in service.

Award passed. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 23rd day of May, 2002.

E. ISMAIL, Presiding Officer

#### APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

#### DOCUMENTS MARKED FOR THE PETITIONER

- Ex. W1 : Copy of Identity Card at OCP-III of Petitioner  
Ex. W2 : Copy of out door ticket dt. 19-3-2000  
Ex. W3 : Copy of payment receipt of telegram dt. 17-4-2000  
Ex. W4 : Copy of Registered post receipt sent dt. 8-6-2000  
Ex. W5 : Copy of representation dt. 8-6-2000 (in Telugu)  
Ex. W6 : Copy of letter No. P.R.G.III.29A/155 dt. 18-1-2000  
Ex. W7 : Copy of legal notice to the G. M. Rg III Area

Ex. W8 : Copy of postal acknowledgment.

#### DOCUMENTS MARKED FOR THE RESPONDENT

- Ex. M1 : Copy of telegram No. MOCP/58/2000/770 dt. 22-5-2000  
Ex. M2 : Copy of charge sheet MOCP/RG/2000/13/1356 dt. 31-8-2000  
Ex. M3 : Copy of enquiry proceedings dt. 20-10-2000  
Ex. M4 : Copy of letter No. MOCP/RG/2000/13/1976 dt. 30-12-2000  
Ex. M5 : Copy of WW1's representation dt. 25-5-2001  
Ex. M6 : Copy of enquiry report dt. 20-10-2000

नई दिल्ली, 25 जुलाई, 2002

का. आ. 2715.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस सी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 254/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-22025/1/2002-आई.आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 25th July, 2002

S.O. —In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 254/2001) of the Central Government Industrial Tribunal-Cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 23-07-2002.

[No. L-22025/1/2002-I.R. (C-II)]

N. P. KESAVAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present

Shri E. ISMAIL

Presiding Officer

Dated the 5th day of July, 2002

Industrial Dispute L.C.I.D. No. 254/2001

BETWEEN:

Sri K. Rajeswara Rao,  
H. No. 5-12-103, Choudary Hospital,  
Collie Line, Kothagudem,  
Distt. Khammam

Petitioner

AND

The General Manager,  
Singareni Collieries Co. Ltd.,



Arca Office, Kothagudem.

...Respondent.

**APPEARANCES:**

For the Petitioner : M/s. Satawath Rana,  
Advocates

For the Respondent : M/s. J. Partha  
Sarathy, Advocates

**AWARD**

This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. That the petitioner joined as General Mazdoor in the month of June, 1980 and subsequently promoted as Trammer with Code No. 0256813/5 B Incline in the month of October, 1982 and he was attending duties regularly to the entire satisfaction of all his superiors maintaining good and clean record. While he was attending his duties, he was served with letter No. GM(K)P. 7/1093 dated 23-4-2001 on 1-8-2001 stating that he is dismissed from service with effect from 1-8-2000 which is rather strange and surprising besides being illegal, invalid and not sustainable in law.

3. The petitioner issued legal notice dates 15-10-2001 which is acknowledged on 22-10-2001 but no reply was given. Hence, the petition. He further stated that even his period of sickness due to the injury on duty to his left hand on 16th July, 2001 is treated as absent. In spite of his treatment as inpatient upto 23-7-2001.

4. Further the strike period also counted as less musters. Enquiry report is not furnished to the petitioner. No charge sheet is served. Hence, he may be reinstated with continuity of service, full back wages and all other attendant benefits.

5. The petitioner was appointed on 23-6-81 as Badli, subsequently he was promoted as Trammer after putting in requisite musters and requisite training on the job in the year 1984.

6. While the petitioner was working as Trammer he remained absent for 252 days without leave or sufficient cause during the year 1999. The petitioner was charge sheeted and after enquiry and after considering his replies and explanations, he was dismissed from service for continuous absenteeism and enquiry was also conducted and petitioner's record was fully weighed and after considering these, the order was passed.

7. His musters are as follows :—

1998	—	25 days
1999	—	59 days
2000	—	36 days
2001	—	90 days; upto dismissal i.e., 1-8-2001

He was also counseled in spite of his absenteeism in presence of his wife Smt. Bhagya Laxmi, his son K. Venkateshwarlu and the Secretary and pit delegates of the Recognized union. It was agreed that he would put in 22 musters per month at least which he failed to do in January—

12 musters, February—15 musters, March—11 musters, April—11 musters, May—22 musters, June—6 musters. He failed to improve his attendance. As such he was dismissed. Actually he ought to have been dismissed on 23-4-2000 itself but he was given a chance but he did not improve himself. Hence, he was dismissed from service on 1-8-2001. It is true that the petitioner issued legal notice dated 15-10-2001 but there was no necessity to reply. Hence, no reply was sent.

5. Charge Sheet was served to him, the enquiry was properly conducted. Hence, he is not entitled for any relief. The validity of domestic enquiry was challenged. And this Court by its order dated 29-4-2002 held that the domestic enquiry is validly conducted. The only question now remains is whether this Court can invoke its powers under Sec. 11 A to reduce the quantum of punishment.

6. It is argued by the Learned Counsel for the petitioner that whatsoever be the circumstances the petitioner has worked from June, 1980 and as Trammer from October, 1992. Hence, this lapse may be condoned and substitute by a lesser punishment. The Learned counsel for the respondent submits that seeing his dismal record of attendance in spite of the fact that a further chance was given to him after counseling in presence of his wife, son and Secretary and pit delegates of the recognized unions. Therefore, he does not deserve any sympathy and the order of dismissal may be upheld. It may be noted that the petitioner has put in service from 1980 and he was dismissed from service on 1-8-2001. Actually, he was dismissed from service from 1-8-2000 but he was allowed to work till 1-8-2001. So from 2001 he is out of job for almost a year. Hence, I invoke the powers under Sec. 11 A and pass the following award: "The petitioner shall be reinstated within 30 days from today as Trammer in the initial scale of the Trammer. The period not on-duty shall be treated as extraordinary leave without pay. He is entitled for continuity of service only for terminal benefits. He is not entitled for any back wages. The respondent is at liberty to watch his musters for three years and if he does not put in minimum musters as required under rules except for some extraordinary reason the Respondent has liberty to take action against him as per rules.

Award passed accordingly. Transmit.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 5th day of July, 2002.

E. ISMAIL, Presiding Officer.

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner/workman

Ex. W1 : Original Ir. No. GM(K)P. 7/1093 dt. 27-4-2001.  
Ex. W2 : Copy of notice from petitioner's Counsel dt. 15-10-2001.

Documents marked for the Respondent

Ex. M1 : Copy of notice from petitioner's Counsel dt. 15-10-2001.

- Ex. M2 : Copy of Ir. No. GM(K)/P.7/1093 dt. 27-4-2001.  
 Ex. M3 : Copy of Ir. No. GM(K)/P.18/558 dt. 28-2-2001.  
 Ex. M4 : Copy of musters of petitioner year wise dt. 20-3-2002.  
 Ex. M5 : Copy of enquiry report dt. 10-1-2001.  
 Ex. M6 : Copy of notice No. 5B/60/2000/629 dt. 28-2-2001.  
 Ex. M7 : Copy of notice No. 5B/CS/2000/3532 dt. 20-9-2000.  
 Ex. M8 : Copy of Service Book

Dated, the 17th July, 2002

### AWARD

By Order No. L-20012/47/94-I R. (Coal-I) dated 25/27-7-1994 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal.

“Whether the action of management of M/s. B.C.C.L., Kusunda Area No. VI in relation to Kusunda Colliery in dismissing workman, Shri Lalmuni Bind Clerk, Grade-I, Kusunda Colliery w.e.f. 18/19-3-93 is justified? If not what relief the concerned workman is entitled to?”

2. As it is apparent the concerned workman, Lalmuni Bind was dismissed by the management of Kusunda Area of M/s. B.C.C. Ltd., on the alleged charge misconduct and the allegation levelled against him was that being a clerk he was responsible for the disbursement of LLTC payment to one Jita Koiri. Loader, but instead of making payment to Jita Koiri he himself took out the money and committed misappropriation. Upon the said charge the concerned workman was proceeded against in the departmental enquiry in which he was found to be guilty and on the basis of the enquiry report submitted later he was dismissed from his service, subsequent to which he raised industrial dispute which has now been culminated into the present reference.

While challenging the said action of the management precisely it has been stated on behalf of the concerned workman that the said Jita Koiri had authorised him for receiving the payment on his behalf which accordingly he received and later handed over to said Jita Koiri and so in no way any illegality or misappropriation was done by him. It has also been said that during the domestic enquiry which on the face of it was invalid and irregular, said Jita Koiri never appeared nor gave any statement to the effect that the payment of LLTC was never received him. It has also been said that though during the domestic enquiry the charges against the concerned workman were not established even then he was dismissed on the alleged ground of dishonesty or fraud.

3. On behalf of the management, on the other hand, it has been said that the concerned workman during the course of his employment, without making payment of LLTC to one Jita Koiri, ex-Loader of Kusunda Colliery showed in the record of the colliery of such payment which was a serious misconduct and accordingly he was served with a chargesheet and was proceeded against. During the enquiry proceeding opportunity was afforded to the concerned workman and then upon completion of enquiry the Enquiry Officer submitted the report holding the concerned workman guilty of misconduct and thereafter on the basis of the said report he was dismissed from service by the competent authority. Further it has been said that the action of the management cannot be challenged on any ground whatsoever as no illegality or irregularity has been committed either in holding Enquiry or in imposing the

नई दिल्ली, 25 जुलाई, 2002

का. आ. 2716.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I, धनबाद के पंचाद (संदर्भ संख्या 162/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-2002 को प्राप्त हुआ था।

[सं. एल-20012/47/94-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 25th July, 2002

S.O. 2716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 162/94) of the Central Government Industrial Tribunal-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 24-07-2002.

[No. L-20012/47/94-I.R. (C-I)]

S.S. GUPTA, Under Secy

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT DHANBAD

In the matter of a reference under Sec. 10(1)(d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 162 of 1994.

PARTIES : Employees in relation to the management of Kusunda Colliery of M/s. B.C.C. Ltd.

AND

Their workmen

PRESENT:

Shri S. H. Kazmi, Presiding Officer

Appearances:

For the Employers : None.

For the workman : Shri D. Mukherjee, Advocate.

State : Jharkhand. Industry : Coal.

punishment of dismissal

4. It appears that during the pendency of the present proceeding the matter relating to fairness and propriety of the domestic enquiry was taken up as preliminary issue and by order dated 15-12-2000 it was held that the management has not conducted the fair and proper enquiry. Having held this, later the opportunity was given to the management to adduce evidence on merit. It appears from the record that despite the grant of several opportunities and also granting several adjournments no any step was taken from the side of the management and ultimately on 19-3-2002 the case was fixed for hearing arguments on merit. But on the next date also none appeared on behalf of the management to make arguments and so finally after hearing the submissions put forward on behalf of the workman the case was fixed for passing of the award.

5. Significantly in order to prove the domestic enquiry to be fair and proper also no any witness was examined earlier on behalf of the management and none came forward to prove the domestic enquiry paper or documents. The position now as it stands is that the domestic enquiry has already been held to be not fair and proper and subsequent to that when opportunity was given to the management to adduce evidence on merit it failed to avail the said opportunity and did not adduce any evidence at all. So in such circumstances with the help of settled principles of law it has to be considered as to what is required to be done now. In this regard it would apt to take notice of a decision of Hon'ble Supreme Court reported in FLR 1998 (81) page 188 wherein legal implication arising out of the situation as in the present case has been dealt with. It has been held therein that the record pertaining to the domestic enquiry would not constitute fresh evidence in case the said domestic enquiry has been found by the Labour Court to be defective. Thus the material pertaining to the domestic enquiry as per Hon'ble Court in the aforesaid even ceases to be the material on record within the meaning of Sec. 11A of the Act and only course open to the management is to justify its action by leading fresh evidence as required by the Labour Court and if such evidence has not been led, the management has to suffer the consequence.

If the aforesaid judicial pronouncement of the Hon'ble Supreme Court is kept in mind then as the document pertaining to the enquiry proceeding ceases to be the material on record pursuant to holding of domestic enquiry as improper and unfair and further as no evidence there after was led by the management on merit to justify its action, we are left with no material, upon making scrutiny of which it could be decided as to whether the said action of the management can be taken to be justified or not. Therefore, in such circumstances there is no option left but to hold the action of the management in dismissing the concerned workman from his service, unjustified.

However, having regard to the facts and circumstances of the case and taking note of the fact that order of dismissal dates back to 18/19-3-93 and further taking into consideration of the fact that there is nothing on record to suggest that after his dismissal the concerned workman remained idle although or was engaged in gainful employment elsewhere I think it just and appropriate in the

interest of justice to grant back wages only to the extent of 50% from the date of dismissal of the concerned workman till his reinstatement

6. In view of the discussions made on above finally it is concluded that the concerned workman is entitled for his reinstatement with continuity of service with payment of 50% of his back wages.

7. The award is, thus, made as hereunder :

The action of the management of M/s. B.C.C Ltd., Kusunda Area No. VI in relation to Kusunda Colliery in dismissing the concerned workman, Lalmoni Bind, Clerk, Grade-I w.e.f. 18/19-3-1993 is not justified. Consequently the management is directed to reinstate the concerned workman with continuity of service within 30 days from the date of publication of this award and to pay him 50 % of his back wages from the date of his dismissal till the date of his reinstatement.

In the circumstances of the case, however, there would be no order as to cost.

S.H. KAZMI, Presiding Officer.

नई दिल्ली, 29 जुलाई, 2002

का.आ. 2717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेण्डर्ड चार्टर्ड बैंक, चेन्नई के प्रबंधन के संयुक्त नियोजकों और उनके कामकाजों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम लेबर कोर्ट चेन्नई के पंचाट (संदर्भ सं. आई० डी० 656/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-2002 को प्राप्त हुआ था।

[सं. एल-12012/591/98-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th July, 2002

S.O. 2717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 656/2001) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Bank, Chennai and their workman, which was received by the Central Government on 26-07-2002

[No. L-12012/591/98-(R. (B. I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 22nd July, 2002

PRESENT:

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 656/2001

(Tamil Nadu Principal Labour Court CGID. No. 240/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between Mrs. Rema Manohar and the Management of Standard Chartered Bank.)

**BETWEEN**

Mrs. Rema Manohar : I Party/Workman

**AND**

The Senior Manager-Employee Relations, : II Party/  
Management Standard Chartered Bank, Chennai.

**APPEARANCE :**

For the Workman : Mr. N. Paramasivam, Advocate

For the Management : M/s. T.S. Gopalan & Co.  
Advocates

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/591/98/IR(B-I) dated 30-03-99.

This reference has been made earlier to the Tamil Nadu Principal Labour Court, where it was taken on file as C.G.I.D. No. 240/99. When the matter was pending enquiry in that Principal Labour Court, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Principal Labour Court, the case has been taken on file as I.D. No. 656/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 15-10-2001 to prosecute this case further. On receipt of notice from this Tribunal, learned counsel on either side were present along with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing upon perusing the Claim Statement, Counter Statement, the other material papers on record, documentary evidence let in on either side, the written arguments filed by the learned counsel for the I Party/Workman, on hearing the arguments advanced by the learned counsel for the II Party/Management and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

**AWARD**

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the Management of Standard Chartered Bank, Chennai in dismissing the service of Mrs. Rema Manohar, Clerk, Credit Card Division, Mylapore Branch w.e.f. 3-1-98 is justified or not? If not justified, to what relief Mrs. Rema Manohar is entitled?”

2. The I Party/Workman Mrs. Rema Manohar (hereinafter refers to as Petitioner) has raised this industrial dispute challenging the action of the II Party/Management

Standard Chartered Bank (hereinafter refers to as Respondent) in dismissing her from service w.e.f. 03-01-1998 is an unjustified one.

3. The brief facts of this industrial dispute are as follows:—

The Respondent/Bank Standard Chartered Bank is a company incorporated in England carrying on the business of banking in India. It is having branches in many places including Chennai. One of the retail businesses carried on by the bank is credit card business. The bank has many Credit Card Customer Service Centres in the country and one of them is located at Chennai. The Credit Card Customer Service Centre in Chennai is at Raja Rajeswari Towers, 29/30, Dr. Radhakrishnan Salai, Chennai. The bank has tie up arrangements with a number of retailers who will supply goods and service to persons holding credit card issued by the bank. When credit card is issued to a person, a file is created in Card Pac which is a credit card software available in the system. All transactions are recorded in the personal file of the cardholder and complete history of the cardholder will be available at any point of time. When a credit card is issued to a customer, he is assigned a credit limit, of which 40% can be taken as cash credit and the balance of 60% as retail credit. Whenever an occasion arises to give credit to a cardholder either by retail credit or cash credit, a verification will be made as to whether the cardholder is entitled to credit and if the answer is in the affirmative, an authorised code number will be flashed and the same will be recorded, if required. It is taken as approval for giving credit. The Petitioner was employed as a clerk in the credit cards division at Raja Rajeswari Towers, Dr. Radhakrishnan Salai, Chennai. She was given a credit card No. 4940-7623-0009-0019 with a credit limit of Rs. 15,000/-. A teledraft request dated 4-4-97 in the name of one Sri Nirmal Chand Chellani, a credit cardholder got prepared with authorised approval code No. 007085 for a sum of Rs. 10,000. Sri Nirmal Chand Chellani disputed the said debit in his card account. On investigation, it transpired that all the details in the teledraft request have been badly lifted from another teledraft request dated 31-3-97 pertaining to the cardholder Sri Anun Kumar. Card No. 4570-3654-0078-0002 containing the authorised approval code No. 007085. In fact, Sri Nirmal Chand Chellani's card bearing No. 5473-5972-5003-56337 was overdrawn even as at the end of March, 1997 and the said credit card account has been blocked and as such there could not have been any authorised code for any further credit. The teledraft request pertaining to Sri Nirmal Chand Chellani stated that it was for the issue of pay order for Rs. 10,000/- in favour of Life Insurance Corporation of India. After receiving the authorised approval code No. 007085 instead of preparing the draft in favour of Life Insurance Corporation of India, the Petitioner got a pay order No. 160062 dated 3-4-97 for Rs. 10,000/- towards payment of her credit card Standard Chartered Bank account No. 4940-7623-0009-8019. The Petitioner forwarded the above pay order to the Madras Main Branch along with other transfer cheques by preparing a consolidated credit slip for cheques. On the basis of the above pay order, her credit card account was given a credit of Rs 10,000/- on 3-4-97. When an authorised use of

transfer code No.007025 for teledraft request of Sri Nirmal Chand Chellani was being investigated, on 9-4-97 the Petitioner went to the main branch and requested the Manager of the Premises Department to permit her to see the voucher dated 3-4-97 which was kept in the record room. The Petitioner had taken the voucher and wanted to take a photo copy. When the Manager of the Premises Department insisted on a requisition slip, she told him that she will get the requisition slip duly signed by her officer on 10-4-97. Thereafter, the concerned officer gave the voucher in good faith. Then the Petitioner scratched out the details written in the voucher and wrote underneath the scratched out portion LIC of India. She also called Sri Daniel of Love lock & Lewis on telephone on 3-4-97 and asked him to make a card holder repayment slip for an amount of Rs. 10,000/- towards her credit card account No. 4940-7623-0009-8019. Thus, it became evident that the credit card account of the Petitioner was over drawn by about Rs. 10,000/- approximately on 2-4-97 and to make good that overdrawal, she made use of teledraft request purported to have been made by Sri Nirmal Chand Chellani. On 12-5-97, the Petitioner was issued a charge sheet referring to her involvement in the above transaction and calling upon her to show cause why disciplinary action shall not be taken against her. As she had no explanation, the Petitioner was asked to appear for an enquiry. The domestic enquiry into the charges against the Petitioner was held from 9-9-97. She also participated in the enquiry. She declined to participate in the enquiry after 12-9-97. After giving sufficient opportunity, the Enquiry Officer closed the enquiry and gave his report. By notice dated 29-12-97, the Petitioner was asked to appear for a personal hearing on 2-1-98. As there was no representation from the Petitioner against the proposed punishment, orders were passed on 3-1-98 dismissing the Petitioner from service.

4. It is contended in the Claim Statement of the Petitioner that the Enquiry Officer was none else but the same Officer of the Respondent/Bank who issued the charge sheet, thus the prosecutor turning the judge. The protest of the Petitioner in this respect went unheeded by the Enquiry Officer. Thus, the enquiry was totally vitiated ab initio. The Enquiry Officer conducted the enquiry on a day-to-day basis, without giving any opportunity to the Petitioner to consult her lawyer or trade union leaders. Her plea to have assistance of a lawyer was also turned down. The Enquiry Officer did not permit the Petitioner to cross examine the Presenting Officer, an officer of the Respondent/Bank, a Vital and key witness of the Management. The Enquiry Officer also marked as Defence Exhibit, several documents from his custody on his own and despite the protests of the Petitioner. Further the Enquiry Officer despatched the bank's messenger to deliver some papers at very late in the night to call at the Petitioner's residence, unmindful of the fact that the Petitioner was a lady of young age, causing great embarrassment and annoyance to her. The Petitioner had no option but to file a suit for injunction restraining the opposite party from conducting the enquiry in an unlawful manner as O.S. No. 1548/97 and the Respondent/Bank had entered appearance. Even during the pendency of the above suit yet another officer of the bank one Sri S K. Sukhtankar called upon

the Petitioner by a telegram to appear before him for the continuance of the enquiry against her. The Petitioner replied that the matter was sub-judice before the City Civil Court, Chennai and that the enquiry cannot be proceeded with. But, her plea was ignored and the enquiry was closed abruptly. Again on 29-12-97, the erstwhile Enquiry Officer called upon the Petitioner to appear before him on 2-1-98 to make her submissions regarding the punishment proposed to be imposed on her. The Petitioner prayed for a week's time as the City Civil Court and her lawyer too were on Christmas vacation. But the Enquiry Officer did not grant her time and passed orders dated 3-1-98 dismissing the Petitioner from service with immediate effect and without notice. Thus, it is an *ex parte* order of dismissal. Further, the Respondent/Bank filed an industrial dispute before the Deputy Chief Labour Commissioner (Central) at Mumbai for approval of the Petitioner's dismissal. Though there is a provision for appeal in the Bipartite Settlement governing the banking industry and such appeal had been entertained in respect of several other workmen of the Respondent/Bank, the Petitioner alone pre-empting and filing such an industrial dispute at Mumbai, before an authority having no jurisdiction. But the Mumbai Deputy Chief Labour Commissioner (Central) ignored the dispute filed by the Respondent/Bank and the conciliation proceedings were conducted by the Regional Labour Commissioner (Central) Chennai, who has submitted the failure of conciliation report, whereupon, the Central Govt. has referred the matter for an adjudication by this Hon'ble Tribunal. The misconduct alleged against the Petitioner concerned handling of tele draft i.e. handling of telephonic orders for drafts/pay orders by the customers of the bank. The Petitioner's job as a Clerk was only preparation of the slip tele draft request and preparing consolidated list of such slips and drafts issued on the day etc. The Petitioner being a Clerk was not empowered or authorised in any manner to sign or authenticate any draft/pay order. There were two superior officers over the Petitioner to supervise and verify the slips etc. prepared by the Petitioner and to issue draft/pay orders. The drafts/pay orders were to be finally approved by the Manager of the department, who was the above those two officers. Had there been any lapse in the issue of such drafts/pay orders it could not be attributed on the Petitioner and in no way the Petitioner could be held responsible for such wrong issues, had there been any. Evidently, to find a scapegoat for the lapse or failure of someone else, the Petitioner had been implicated in and the departmental enquiry by the very same officer, who issued the charge sheet had been rushed through on a day-to-day basis to be completed within just three days, throwing to the wind all cannons of justice and fair play and violating all the principles of natural justice governing such domestic enquiry. The Petitioner is innocent and had not committed the misconduct alleged against her. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to direct the Respondent/Bank to reinstate the Petitioner in service with back wages and attendant benefits.

5. It is alleged in the charge sheet of the Respondent/Bank that the Senior Manager, Human Resources, was notified as Disciplinary Authority and he was competent to issue charge sheet, hold enquiry and

also pass orders of punishment. There is no question of the said officer being considered incompetent to perform any of the roles assigned to him. The Petitioner was given every opportunity to participate in the enquiry and put forth her defence. While she participated in the enquiry for some time, for most untenable reasons she boycotted the Enquiry after a particular stage. However, the Enquiry Officer was justified in concluding the enquiry in her absence. Copies of the documents marked in the enquiry were furnished to the Petitioner and it was with her consent, the documents were marked. The Petitioner's reference to O.S. No. 1548 of 1997 has no bearing on the issue which arises for consideration in the present dispute. The dismissal of the Petitioner is fully justified and the same should not be interfered with. The domestic enquiry into the charges against the Petitioner was conducted in conformity with the principles of natural justice. If for any reason, the enquiry is found to be vitiated, the Respondent may be given an opportunity to lead evidence on merits of the charges against the Petitioner. The Petitioner has not made out any case warranting interference by this Hon'ble Court. It is therefore, prayed that this Hon'ble Tribunal may be pleased to make an award rejecting the claim of the Petitioner.

6. When the matter was taken up for enquiry finally, no one has been examined as a witness on either side. 6 documents on the side of the I party/Workman and 34 documents on the side of the II Party/Management have been marked with the consent of the learned counsel on either side as Ex. W1 to W6 and M1 to M34 respectively. Written arguments for the learned counsel for the I Party/Workman filed. The learned counsel for II Party/Management has advanced his arguments.

7. The point for my consideration is—

“Whether the action of the Management of Standard Chartered Bank, Chennai in dismissing the service of Mrs. Rema Manohar, Clerk, Credit Card Division, Mylapore Branch w.e.f. 3-1-98 is justified or not? If not justified, to what relief Mrs. Rema Manohar is entitled?”

Point :—

It is admitted that the Petitioner Mrs. Rema Manohar was employed as a Clerk in the credit card division of the Respondent/Standard Chartered Bank branch at Dr. Radhakrishnan Salai, Chennai. For an alleged misconduct of the Petitioner, she was suspended from service w.e.f. 17-4-1997. The Xerox copies of the said suspension order dated 17-4-97 is Ex. W1/M3. Subsequently, charges were framed for the alleged misconduct of the Petitioner and a charge sheet dated 12-5-97 was issued to her. The Xerox copy of the same is Ex. M4. It is alleged in the charge sheet that the Petitioner has committed a misconduct of doing an act prejudicial to the interest of the bank for gross negligence involving or likely to involve the bank in serious loss, which is a major misconduct under clause 19.5(j) of the Bipartite Settlement dated 19-10-1966. The Petitioner as charge sheeted employee was informed to give her written explanation within seven days from the receipt of the charge sheet and calling upon her to show cause why

disciplinary action shall not be taken against her. The Petitioner has submitted her explanation dated 12-6-97, the Xerox copy of the same is Ex. M7. Prior to that the Petitioner has submitted a written request twice praying extension of time for giving her reply. The Xerox copy of the same is Ex. M5. In pursuance of her request, Senior Manager (Human Resources) of the Respondent/Bank by his letter dated 4-6-97 granted extension of time. The xerox copy of the same is Ex. M6. In her reply, Ex. M7, the Petitioner has denied having committed any act as alleged in the charge sheet under Ex. W1/M4 and she had further stated that the mistake that had happened is a very minor one and also a routine one and the charges have been unjustifiably framed by the Respondent/Management with certain ulterior motive. As the explanation submitted by the Petitioner was found to be not satisfactory by the management, a departmental enquiry was initiated against the Petitioner as a disciplinary action. For that a letter dated 20-6-97 was sent to the Petitioner. The Xerox copy of the same is Ex. M8. In pursuance of the same, the Petitioner was sent a notice of enquiry dated 29-8-97. The xerox copy of the same is Ex. M9. One Sri Syed Irsad Quadri, Manager (Sales) credit card was appointed as the Presenting Officer for the departmental enquiry into the charges levelled against the Petitioner. The xerox copy of that memo dated 1-9-97 is Ex. M10. Then by a letter dated 1-9-97, the Petitioner was informed that an enquiry would be conducted on 9-9-97 at Chennai Main Branch at 2.00 p.m. The xerox copy of the same is Ex. M11. In that enquiry, the Presenting Officer has submitted a list of witnesses for the management to the Enquiry Officer. The xerox copy of the same is Ex. M12. He has also filed list of documents that would be relied upon by the management in the enquiry. The xerox copy of the same is Ex. M13. For the enquiry dated 9-9-97, the Petitioner as charge sheeted employee participated and the proceedings of the enquiry on 9-9-97 has been recorded. In that the Enquiry Officer, the Presenting Officer and the charge sheeted employee, the Petitioner herein have subscribed their signatures. The xerox copy of that day's proceedings is Ex. M27. In that enquiry, the petitioner had informed the Enquiry Officer that she is seeking the permission of the bank to permit her to defend her case through a lawyer and had submitted a letter dated 9-9-97 to that effect. The Enquiry Officer replied the Petitioner that as regards the permission of the bank or otherwise will be conveyed to her by the next day morning and the enquiry was adjourned to 10-9-97. The xerox copy of the written requisition submitted by the Petitioner for engaging a lawyer to defend her in the enquiry is Ex. M28. For the enquiry on 10-9-97, the Petitioner as charge sheeted employee remained absent. The Enquiry Officer recording the decision of the management not to permit the Petitioner to engage a lawyer to defend her case in the enquiry, adjourned the day's proceedings to the next day i.e. on 11-9-97 by forwarding a copy of the day's proceedings to the Petitioner's address. The xerox copy of that enquiry proceedings on 10-9-97 is Ex. M29. On 11-9-97, the Presenting Officer submitted a list of two documents requesting the Enquiry Officer to take them into account. The xerox copy of that requisition is Ex. M30. Then for the day's proceedings of the enquiry on 11-9-97, the charge

sheeted employee, the Petitioner herein has participated and had submitted a letter on the same day informing the Enquiry Officer that she has no objection to mark the letters she has written to the management prior to the commencement of the enquiry as management exhibits. The xerox copy of that letter is Ex. M31. The enquiry proceedings of 11-9-97 has been duly recorded by the Enquiry Officer. The xerox copy of the same is Ex. M32. At that time, one management witness Ms. Indusri Rajan has been examined and she was cross examined by the Petitioner, charge sheeted employee herself. Then the enquiry has been posted to the next day on 12-9-97. On that day, the Petitioner remained absent. One advocate by name Sri V Ramamurthy had sent a letter dated 12-9-97 to the Enquiry Officer on behalf of the Petitioner, the charge sheeted employee. The xerox copy of the same is Ex. M33. In that letter sent by the advocate, he requested the Enquiry Officer to adjourn the enquiry sine-die. For that the Enquiry Officer has sent a reply dated 12-9-97 to the concerned advocate. The xerox copy of that reply is Ex. M34. It is the contention of the Respondent/Management that after giving sufficient opportunity, the Enquiry Officer has closed the enquiry and gave his report on 23-12-97. That report has not been filed by the Petitioner and the Respondent/Management. But, a memo has been filed by the management into Court stating by a 2nd show cause notice dated 29-12-97 was issued to the Petitioner and she was asked to show cause why the proposed punishment shall not be imposed, after furnishing her a copy of the enquiry report. The xerox copy of the 2nd show cause notice is Ex. W 5. Further in that memo, it is stated that the Enquiry Officer's report is not available with the II Party and on 25-2-2002 the counsel for the II Party caused a notice to the counsel for I Party to furnish a copy of the Enquiry Officer's report and he has given a reply stating that he is unable to trace the findings and that even if, the report of the Enquiry Officer is available, the Tribunal will only consider the justification of the findings having regard to the material on record and that since the findings are not available, this Hon'ble Tribunal may be pleased to examine the evidence and consider whether the charges against the I Party have been proved. The xerox copy of the letter dated 21-5-2002 sent by the counsel to the II Party to the counsel for the I Party has been filed along with that memo. So, under such circumstances, in the absence of the Enquiry Officer's report and findings, it is seen from Ex. W5, 2nd show cause notice, that the Enquiry Officer has given a finding in his report that the charges of gross misconduct levelled against the Petitioner have been proved. As it is mentioned in the memo filed by the learned counsel for II Party/Management, this Tribunal can consider the justification of the findings of the Enquiry Officer that the charges levelled against the Petitioner have been proved by examining the evidence and other materials on record.

8. It is admitted that the Petitioner was working as a Clerk in the credit card division of the Respondent/Standard Chartered Bank, branch at Raja Rajeswari Towers, was given a credit card No. 4940-7623-0009-8019 with the credit limit of Rs. 15,000/-. It is not disputed that a request has been received as tele draft request on 4-4-97 in the name of one

Sri Nirmal Chand Chellani, a credit card holder with credit card number 5473-5972-5003-5633 and the said request was prepared with the authorised code number 007085 for a sum of Rs. 10,000/-. The xerox copy of the tele draft request in question is Ex. M17. It is alleged in the charge sheet Ex. M4 dated 12-5-97 that the Petitioner while working as a clerk in credit card division of the bank's office at R.R. Towers aware that Sri Nirmal Chand Chellani's card bearing No. 5473-5972-5003-5633 as at the end of the March, 1997 was overdrawn and hence the bank had blocked the credit card account and there is no way anybody could have got the approval for debiting the card holder's account and that a close scrutiny of initials of the bank's officials in that tele draft request dated 4-4-97 in the name of Sri Nirmal Chand Chellani's revealed that except the middle one, the two other initials are not of bank official and tele draft request got prepared with the authorised approval code 007085 for a sum of Rs. 10,000/- was not only authorised but it is fraudulent as well and that the investigation revealed that all the details in the tele draft request have been taken from another tele draft request bearing dated 31-3-97 of the card holder Sri Arunkumar, Card No. 4570-3654-0078-0002 containing authorised approval code 007085 and duly authorised by the bank's official and that obviously, at her instance, the authorised approval code 007085 in the tele draft request dated 4-4-97 has been used with a view to fraudulently benefit as it is evident from the steps taken by her which are mentioned in the charge sheet. It is contended that Sri Nirmal Chand Chellani's dispute the said debit in the card account and on investigation, it was brought to light that the Petitioner has done this transaction unauthorisedly and it is a fraudulent one. It is further contended by the Respondent/management that the tele draft request pertaining to Sri Nirmal Chand Chellani's was for the issue of pay order for Rs. 10,000/- in favour of Life Insurance Corporation of India and the Petitioner instead of preparing the draft in favour of Life Insurance Corporation of India after receiving the authorised approval code No. 007085 got a pay order No. 160062 dated 3-4-97 for Rs. 10,000/- towards payment of her credit card Standard Chartered Bank account No. 4940-7623-0009-8019 and that when an authorised use of transfer code under 007025 for tele draft request of Sri Nirmal Chand Chellani's was being investigated on 9-4-97, the Petitioner went to the main branch and requested the Manager of the Premises Department to permit her to see the voucher dated 3-4-97 which was kept in the record room and that the Petitioner had taken the voucher and wanted to take a photo copy and that the manager of the Premises department insisted her a requisition slip, she told him that she will get the requisition slip duly signed by her officer on 10-4-97 and that after the concerned officer gave the voucher in good faith, the Petitioner's scratched out the details written in the voucher and wrote underneath the scratched out portion as 'LIC of India'. It is further contended that to make good the over-drawal of Rs. 10,000/- in the credit card account of the Petitioner on 2-4-97, she made use of tele draft request purported to have been made by Sri Nirmal Chand Chellani. For this alleged misconduct, a charge memo under Ex. M4 was given to the Petitioner with a direction to submit his written request within seven days

of the receipt of the charge memo. Since the reply given by the Petitioner under Ex. M7 was not satisfactory, a domestic enquiry was conducted into the charges levelled against the Petitioner. Ex. W4 is the xerox copy of the domestic enquiry having participated in the enquiry at the initial stage. The Petitioner has remained absent for the enquiry after 12-9-97. After giving sufficient opportunity, the Enquiry Officer has concluded the enquiry and has given his report. Then under Ex. W5, the Disciplinary Authority has issued a letter to the Petitioner stating that he concurs with the findings of the Enquiry Officer, who has held that the charge of gross misconduct as defined in para 19 5(j) of Bipartite Settlement dated 19-10-1966 stands proved and he proposed to impose a punishment of dismissing her from service without notice. In that letter itself, the Petitioner was informed to appear for a personal hearing on 2-1-98. As there was no representation by the Petitioner in the personal hearing, the Disciplinary Authority has passed an order on 3-1-98 under Ex. W6, dismissing the Petitioner without notice from the services of the bank with effect from the close of working hours of 3-1-1998. It is seen from the records that a tele draft request has been prepared in the name of Sri Arun Kumar for a sum of Rs. 10,000/- in favour of LIC of India with an authorised approval code 007085 on 31-3-98. The xerox copy of the same is Ex. M18. It is seen from the document that the said Sri R. Arun Kumar had a credit card number 4570-36540078-0002. It is said that the bank has prepared the same on request over the phone. It is further contended that though no pay order was issued Arun Kumar, entry has been made as no payment is made. It is seen from the xerox copy of the account activity report Ex. M19 as one such entry has been made. It is not disputed that since Sri Nirmal Chand Chellani has overdrawn his limit. His account was blocked on 25-3-97. Ex. M16 is the xerox copy of the Card Pac credit history enquiry, it is seen from this document on 25-3-97 Sri Nirmal Chand Chellani's account under credit card No. 5473-5972-5003-5633 has been blocked. It is further contended on the side of the Respondent/Bank that the cheque issued by was not honoured. It was not disputed by the Petitioner. It is seen from Ex. W4 enquiry proceedings that one Mrs. Uma has been examined as management witness has given evidence about the procedure for preparation of tele draft request. She has further stated that on 9-4-97 Sri Nirmal Chand Chellani a credit card holder phoned her in the afternoon and told her that he had submitted a cheque for Rs. 29,000/- in the last week of March to liquidate all his outstanding against his credit card and it has however been returned by this bank and he wanted to know whether the same cheque can be given back to him by us or whether he has to issue a fresh cheque and that he also wanted to know the total outstanding as of the date to his account and so she went through the card holder history sheet and found that Rs. 10,000/- has been freshly debited to his account with a narration tele draft Madras retained and that the card holder said that his account has been recently blocked and he had totally denied having made any request to the bank for issuing tele draft and she has further deposed on going through the records and found out that the authorisation approval code mentioned in the tele draft request of R. Arun Kumar dated

31-3-97 has been used in the tele draft request of Sri Nirmal Chand Chellani as approval code No. and on going through that tele draft request she felt from the handwriting that it was prepared by her Clerk Mrs. Rema Manohar. This witness has given a clear picture of what had happened in respect of this transaction. Ex. M14 is the xerox copy of the letter dated 11-4-97 sent by Sri Nirmal Chand Chellani to the Respondent/Bank informing the bank that some tele draft for Rs. 10,000/- has been taken in his account which he had no knowledge about it and hence he wants to close his account. The concerned tele draft request prepared in the name of Sri Nirmal Chand Chellani has been marked as xerox copy under Ex. M17. From Ex. M15 the xerox copy of the Card Pac transaction display in respect of the account No. of Sri Nirmal Chand Chellani, it is seen that he has not asked for tele draft and no pay order has been issued for Rs. 10,000/-. The instruments for a batch value of Rs. 23,696/- along with supporting instruments and another instrument for a batch value of Rs. 30,560/- along with supporting instruments for the date 3-4-97 have been filed as xerox copies. They are Ex. M21 and M22 respectively. Among these instruments, one Pay Order dated 3-4-97 for a sum of Rs. 10,000/- under credit card account No. 4940-7623-0009-8019, which is the credit card of the Petitioner, has been prepared under Pay Order No. 160062. Along with the charge memo Ex. M4, 12 documents in xerox copies have been annexed. Under annexure 11, the xerox copy of the Petitioner's credit card account has been filed. From this, it is seen that she has already overdrawn in her account and an over limit fee has been levied on 2-4-97 as Rs. 200/- and subsequent to that a cheque payment on 4-4-97 has been made for Rs. 10,000/-. It is contended on the side of the Respondent/Management that this has been done taking advantage of the disputed tele draft. It is seen further from the enquiry proceedings Ex. W4 that one Sri Mayandi, the Manager of the Standard Chartered Bank has been examined as Management witness. He has deposed that with regard to the entry in the tele draft request marked as Ex. M24 (xerox copy), it is his evidence that on 9-4-1997 at around 6 15 pm Mrs. Rema Manohar from credit card division came to his office at Madras Main Branch and she was looking a little disturbed and that she asked him for the departmental vouchers of 3rd April, 1997 as she said she wanted to verify particulars entry of voucher for 3rd April, 1997, he permitted her and told her to do the same in the record room itself and when she wanted to take a photocopy of some voucher, I asked Mrs. Rema Manohar whether she had brought requisition slip from her departmental officer and she has stated that she will get the slip from her office on the next day i.e. on 10-4-97 and had stated that the matter is very urgent and it is essential she takes an immediate photocopy. So he gave her permission in good faith and after about ten minutes Mrs. Rema Manohar came back to him with the same bunch of vouchers and returned to him and he kept it back in the records room and when he met Ms. Uma on the next day, he informed the same to her and Ms. Uma had told him that she had not asked Mrs. Rema Manohar to go to record room to verify any voucher and till the date he deposed in the enquiry, he has not received the requisition slip. All these evidence available in this enquiry proceedings under



Ex. W4 had not been disputed by the Petitioner. The learned counsel for the Respondent has stated that in the document filed along with the charge memo as Annexure 10, voucher dated 3-4-97 for Rs. 10,000/-, the credit card number of the Petitioner written earlier has been erased and below the that it is written as LIC of India and this has been done by the Petitioner herself. He has also brought to my notice that the evidence given in this regard by the management witness Mrs. Uma before the Enquiry Officer and from the evidence of Mrs. Uma and the manager Mr. Mayandi it is seen that, that voucher has been taken out of the department in the guise of photo copying the same and the Petitioner only had done the erasement and had written as LIC of India thereunder. Mrs. Uma has categorically stated in her evidence that she has not asked Mrs. Rema Manohar to go to record late in the evening and verify any voucher on 3rd April and they found and felt from the voucher pertaining to pay order No. 160062 dated 3-4-97 somebody had made extraordinary efforts and glaringly altered and the voucher has been prepared by Mrs. Rema Manohar as could be seen from her initial and therefore, they have decided to refer to the original pay order and found the pay order No. 160062 dated 3-4-97 favouring Standard Chartered Bank Account No. 4940-7623-0009-8019 and it was prepared by Mrs. Rema Manohar as could be seen from her handwriting, for which there was no tele draft request and she went through her sister and realised that the said card number belongs to Mrs. Rema Manohar herself and she had herself prepared the pay order in her own favour and she has further given evidence as to how this misconduct of Mrs. Rema Manohar has been detected by the entries in the records. To that extent, the other witness for the management one Mr. Daniel also has given evidence before the Enquiry Officer, it is available in the enquiry proceedings Ex. W4. For this enquiry conducted on 15-12-97, the Petitioner, the charge sheeted employee remained absent, though she was asked to appear for enquiry, she has not turned up. But for the earlier hearings, as it is seen from Ex. M27, she has participated and has informed the Enquiry Officer that she wants to have assistance of the lawyer. When the enquiry was posted to 10-9-97, she remained absent. Then when the enquiry was adjourned to 11-9-97, she attended and in her presence, the first witness for the management Mrs. Indusri Rajan was examined. She was duly cross examined by the Petitioner, the charge sheeted employee. Then for the subsequent enquiry on 12-9-97 she has not turned up, remained absent. So, the Enquiry Officer was obliged to proceed with the enquiry ex-parte. On submission of Enquiry Officer's findings a 2nd show cause notice was issued under Ex. W5 by the Disciplinary Authority to the Petitioner. From all these things, it is seen that she had full notice of this enquiry. No serious challenge has been made in the Claim Statement about the domestic enquiry. In the written arguments filed on behalf of the Petitioner also, the Petitioner has not stated that she has not put in notice of the enquiry. On the other hand, it is stated that declining the request of the Petitioner to engage a lawyer is not correct. The Senior manager (Human Resources) of the Respondent/Bank has sent a reply for the latter dated 9-9-97 to the Petitioner stating that the request of the

Petitioner has been examined very carefully in all respects by the management and it has been decided not to accede to her request to permit her to engage a lawyer to defend her case in the enquiry. So only under such circumstances, the Petitioner was not able to have the assistance of a lawyer to defend herself in the domestic enquiry. From the available evidence, it is seen that only to adjust the overdrawn account, the Petitioner has manipulated the records in the Respondent/Bank in the credit card division to get Rs. 10,000/- credited to her account. From the perusal of the entire materials available in this case, it is clearly seen that charges levelled against the Petitioner has been proved in the enquiry with ample oral and documentary evidence and on that basis only the Enquiry Officer had concluded by giving his finding that the charges levelled against the Petitioner have been duly proved and the Disciplinary Authority having concurred with the findings of the Enquiry Officer has proposed the punishment and after affording an opportunity of personal hearing to the Petitioner by giving her proper notice and having found that the Petitioner remained absent for the personal hearing also, the Disciplinary Authority has passed the final order under Ex. W6 dismissing the Petitioner from the services of the bank. So, from all these things, it can be easily concluded that the action of the management of Standard Chartered bank, Chennai, in dismissing the service of Mrs. Rema Manohar, Clerk, Credit Card Division, Mylapore branch with effect from the close the working hours of 3-1-98 is justified. Hence, the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the concerned workman Mrs. Rema Manohar is not entitled for any relief No. Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on his day the 22nd July, 2002).

K. KARTHIKAYAN, Presiding Officer

#### Witnesses

#### Examined :—

on either side . None

#### Exhibits Marked :—

For the 1 Party/  
Workman :—

Ex. No.	Date	Description
W1	17-04-97	Xerox copy of the memo issued by the Senior Manager of Respondent/Bank to the Petitioner
W2	09-09-97	Xerox copy of the letter sent by the petitioner to the Enquiry Officer
W3	19-11-97	Xerox copy of the letter of Senior Manager, HR to Senior Manager, ER, appointing the letter as Enquiry Officer
W4	15-12-97	Xerox copy of the enquiry proceedings.

W5	29-12-97	Xerox copy of the letter from Senior Manager to the Petitioner proposing punishment.	M16	26-03-96 to 25-03-97	Chellani maintained by Respondent. Xerox copy of the Card Pac Credit History inquiry of Sri Nirmal Chand Chellani's account.
W6	03-01-98	Xerox copy of the order of dismissal of the Disciplinary Authority	M17	04-04-97	Xerox copy of the disputed tele draft request.
<b>For the II Party/ Management :—</b>			M18	31-03-97	Xerox copy of the tele draft request of Arun Kumar.
Ex. No.	Date	Description	M19	02-04-97	Xerox copy of the authorisation journal activity report.
M1	27-09-93	Xerox copy of the notice issued by Respondent/Bank Regarding appointment of Disciplinary Authority	M20	May, 95 to 16-04-97	Xerox copy of the misc. pay order issued bank card account enquiry.
M2	12-04-97	Xerox copy of the letter from R. Induswale, Asst. Manager Credit card Division of II Party/Management to Sri Syed Irshad, Manager, card services.	M21	03-04-97	Xerox copy of the instrument for a batch value of Rs. 23,696.60 along with supporting instruments.
M3	17-04-97	Xerox copy of the suspension order issued by Respondent/Bank to Petitioner.	M22	03-04-97	Xerox copy of the instrument for a batch value of Rs. 30,560/- along with supporting instruments.
M4	12-05-97	Xerox copy of the charge sheet issued to the Petitioner Along with annexures 1 to 11.	M23	March/Apr. 1997.	Xerox copy of the sheets from register of employment pertaining to Petitioner.
M5	27-05-97	Xerox copy of the letter from Petitioner to Respondent Requesting time for submitting reply.	M24	31-03-97 to 10-04-97	Xerox copy of the tele draft request register.
M6	04-06-97	Xerox copy of the letter from Respondent/Bank to Petitioner granting extension of time.	M25	—Nil—	Xerox copy of the Card Pac credit history inquiry showing Status as on 4-4-97.
M7	12-06-97	Xerox copy of the explanation submitted by the Petitioner to charge sheet.	M26	09-09-97	Xerox copy of the letter from Respondent to Petitioner Refusing request made by Petitioner to engage lawyer.
M8	20-06-97	Xerox copy of the letter from Respondent/Bank to Petitioner with regard to departmental enquiry	M27	09-09-97	Xerox copy of the enquiry proceedings.
M9	29-08-97	Xerox copy of the notice of enquiry.	M28	09-09-97	Xerox copy of the letter of Petitioner to Enquiry Officer for Permission to engage lawyer.
M10	01-09-97	Xerox copy of the memorandum regarding appointment of Presenting Officer.	M29	10-09-97	Xerox copy of the enquiry proceedings
M11	01-09-97	Xerox copy of the notice of enquiry.	M30	11-09-97	Xerox copy of the letter from Presenting Officer to Enquiry Officer for regarding additional documents.
M12	09-09-97	Xerox copy of the letter of Presenting Officer to Enquiry Officer regarding list of witnesses.	M31	11-09-97	Xerox copy of the letter of Petitioner to Enquiry Officer
M13	09-09-97	Xerox copy of the letter of Presenting Officer to Enquiry Officer regarding list of documents.	M32	11-09-97	Xerox copy of the enquiry proceedings.
M14	11-04-97	Xerox copy of the letter from Sri Nirmal Chand Chellani To Credit card division.	M33	12-09-97	Xerox copy of the advocate notice issued by Petitioner to Enquiry Officer.
M15	20-03-97 to 10-04-97	Xerox copy of the Card Pactransaction display of Sri Nirmal Chand	M34	12-09-97	Xerox copy of the reply to advocate's notice.

नई दिल्ली, 29 जुलाई, 2002

**का. आ. 2718.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम लेबर कोर्ट, बंगलौर के पंचाट (संदर्भ संख्या सी. आर. 66/93) को प्रकाशित करता है, जो केन्द्रीय सरकार को 26-7-2002 को प्राप्त हुआ था।

[सं. एल-12012/190/90-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th July, 2002

**S. O. 2718.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. C. R. 66/93) of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Kamataka Bank Ltd. and their workman, which was received by the Central Government on 26-7-2002.

[No. L-12012/190/90-I.R.(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL CUM LABOUR COURT,  
SHRAM SADAN, BANGALORE

Dated, 18th July, 2002

PRESENT

HON'BLE SHRI V. N. KULKARNI, B.COM LL.B.,

Presiding Officer

CGIT-CUM-LABOUR COURT, BANGALORE

C.R. No. 66/93

I PARTY

K. Gopalakrishna Rao,  
Padnoor Village,  
Puttur,

Dakshina Kannada Dist.

Advocate—K.S. Subramanya

II CPARTY

The Chairman,  
Karnataka Bank Limited,  
Head Office,

Kodialbail,

MANGALORE.  
Advocate—R. Upadhyaya

#### AWARD

1 The Central Government, by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/190/90-IR B-III Dated 30th December, 1993 for adjudication on the following schedule:

#### SCHEDULE

"Whether Shri. K. Gopalakrishna Rao was a workman of Karnataka Bank Ltd prior to termination of his services by the Bank? If so, whether the action of

the management of Karnataka Bank Ltd. in terminating his services from 12-1-1989 is legal and justified? What relief, if any, Shri K. Gopalakrishna Rao is entitled to?"

1. The first party was working with the Second Party. His services were dismissed and therefore Industrial Dispute is raised.

2. Parties appeared and filed Claim Statement and Counter respectively.

3. In order to dispose off this reference few facts are necessary and they are as under :

4. First party was appointed as Honey Deposit Collector w.e.f. June, 1979. He was under the direct control of the Branch Manager. He was discharging his duties by collecting deposits from the customers.

5. It is further case of the first party that in 1987 he was ill treated by the Manager. He was terminated on 25-8-1989. It is true that the first party was engaged under the agreement for two years and was being renewed after two years. The action of the management is not correct. The first party workman for these reasons and for some other reasons has prayed to pass award in his favour.

6. The case of the management is that the first party was taken as Honey Deposit Canvasser under an agreement. He was paid only commission. He was not in employment of the bank and he agreed for this. The main contention of the management is that it has no control over the employee and there was no relationship of Employer and Employee and he was only an agent on commission basis and therefore, the claim has no merit. Management for these reasons has prayed to reject the reference.

7. In the instant case management examined MW1 and MW2. MW1 has stated that the first party was the Honey Deposit Collector of Puttur Branch. He was engaged as per the agreement dated 12-1-1989. It was for a period of 2 years. He further said that the first party had misappropriated a sum of Rs. 8000 from the customers. Clause 8 of the agreement was invoked and the agency was terminated. He further says that he was an employee of the bank.

8. MW2 stated that the workman was Honey Deposit Collector. He further says that one Ballappa gave complaint against the first party saying that Rs. 8124 given by him to the first party has different dates but the same was not credited in time. He further says that the amount was repaid without interest. There was a breach of agreement and he was terminated.

9. Against this the evidence of the workman is that he was the Pigmy Deposit Collector from June, 1979 as per agreement M1. He was doing full work. 300 Cards were given to him and he was depositing the amount correctly. He was not misused the amount. His services may be reinstated with all benefits.

10 I have heard the learned counsel appearing for the parties. I have carefully perused the available records

and read the evidence of management witness and the evidence of workman.

11. In view of the decision of the Hon'ble Supreme Court of India reported in 2001 SCW 749 now there is no merit in the contention of the management that the first party is a not a workman. As per the law laid down by the Hon'ble Supreme Court of India, the first party is a workman. Of course Pigmy Deposit Collector are not the regular employee of the Bank. The arguments of the management that there is no relationship of employer and employee between the management and the workman has no merit.

12. One it is held that the first party is a workman, if according to the management, the first part has misused the collected deposit amount a regular enquiry has to be conducted against him. Charge sheet has to be given and enquiry has to be conducted after hearing the workman.

13. In view of this position let us examine the evidence of MW1 and MW2. The evidence of MW1 is that the first party has misappropriated a sum of Rs. 8000 from the customers. The management has not proved by any independent evidence that the workman has misappropriated the amount. MW1 admits in his cross examination that he has no personal knowledge about misappropriation of Rs. 8000 and he admits that no charge sheet was given and no enquiry was conducted against the first party. He also says that in Ex. M2 only clause 8 is invoked but nothing is said about the misappropriation. In view of this cross examination, I am of the opinion that the management has failed to establish that the workman has misappropriated the amount as alleged by the management. Even the evidence of MW2 is not helpful to the management in order to prove the misappropriation.

14. According to the cross examination of MW2 the complaint of Ballappa is not filed in this case. Now the evidence of MW1 and MW2 is not sufficient to prove misappropriation. We have the evidence of workman but he is not aware of the complaint given by the Ballappa. He denied the allegations. In view of the law laid down by the Hon'ble Supreme Court of India the management has to treat the first party workman as an employee of the management and follow the guidelines of the decision of the Hon'ble Supreme Court of India. Therefore I proceed to pass the following Order.

#### ORDER

The reference is allowed. The management is directed to consider the case of the first party who is a workman and regularise his services as per the direction of the Hon'ble Supreme Court of India. Accordingly reference is disposed off.

(Dictated to PA transcribed by her corrected and signed by me on 18th July, 2002)

V.N. KULKARNI, Presiding Officer

नई दिल्ली, 30 जुलाई, 2002

का. आ. 2719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.एफ. रेलवे

माली गांव गुवाहाटी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गुवाहाटी के पंचाट (संदर्भ संख्या ..... ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-7-2002 को प्राप्त हुआ था।

[सं. एल-41012/56/2001-आई.आर. (सी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 30th July, 2002

S. O. 2719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ....) of the Industrial Tribunal-cum-Labour Court, Guwahati Assam, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of N. F. Railway Mali Gaon, Guwahati and their workmen, which was received by the Central Government on 29-7-2002.

[No. L-41012/56/2001-I.R.(B-T)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI,  
ASSAM

REFERENCE NO. 11(C) OF 2001.

Present Shri. H. A. Hazarika, LL.B.,  
Presiding Officer,  
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :  
The Management of  
N.F. Railway, Maligaon, Ghy-11.

Vs.

Their workmen rep by the General Secy.  
Rail Mazdoor Union, Pandu.

Date of Award : 24-6-2002.

#### AWARD

The above cited Industrial Dispute is registered on the basis of Order No L-41012/56/2001/IR, (B-1) dt. 31-7-2001 referred by Central Govt. Ministry of Labour to adjudicate the dispute between the above cited parties i.e. management of N.F. Railway and workman Smt. Anima Sen on the following issue.

"Whether the action of the management of N.F. Railway by not giving the seniority to Smt. Anima Sen from the date of her appointment, taking the plea that decategorisation in clerical cadre was done on her own request is justified? If not, what relief workman is entitled?"

As per procedure both the parties appear before this tribunal with their respective learned advocates and contested the matter by filing written statements.

The fact forwarded by the workman Smt. Anima Sen briefly that while she was functioning Jr. Typist in the department of Electrical Under N.F. Railway she become sick and on and off used to avail leave.

In the year 1987-88 the railway doctor recommended to transfer her to clerical cadre on medical ground as she was unable to function as typist. Accordingly she was allowed to function as clerk and change her category from category C1 to category C11.

After joining in the change category as Jr. clerk she ought to have been promoted to Sr. category. But the management refused to promote her to Sr. category, rather her name was enlisted in the bottom of the seniority list of the clerk. Though she repeatedly requested the management still she was refused by the management to promote her in proper and promotional place. The management vide letter dated 31-5-2000 intimated her that she is not promoted. Then she again complain before the management on 30-3-88 and then 8-3-90 and also on 4-10-99. She claims that she is entitled to have full service seniority and being aggrieved she made this complain.

The case of the management in brief is that Smt. Anima Sen the workman joined as Jr. Typist in the year 1975. On 30-3-88 on the ground of her ill health she request voluntarily to changed her department through Chief Electrical Engineer. The management forwarded her petition to medical authority and medical authority vide letter dated 30-5-88 reported to change her category on the ground on her ill health. Accordingly she was posted as Jr. clerk changing the from category C1 to C(11). Subsequently after elapsed of a year she prayed to promote her to the Sr. category. The management replied vide letter dated 13-9-2000 that she is not competent to get promotion because the workman Smt. Anima Sen changed her category by her own request and she is not entitled to get promotion to Sr. category as she claim. As per procedure of Railway as the workman Smt. Anima Sen change her category at her own request and instanced she is not entitled to get promotion to the senior post as she claimed.

In support of her case Smt. Anima Sen appear as workman witness No. 1 and Shri Bidhu Sekhar Sen appear as W.W.No.2. Both of them are cross-examined by the learned advocate for the management Mr. K. C. Sarma.

Management examined Smt. Rekha Dey Talukdar who is also cross-examined by the learned advocate for the management Shri K.K. Biswas.

Heard the argument submitted by learned advocate Mr. K. C. Sarma for the management also Mr. K. K. Biswas for the workman.

The workman has submitted the following document. Ext. 1 is Dr. recommendation, Ext. 2 is report of Medical Board, Ext. 3 is Chief Electrical Engineer's letter, Ext. 4 is the letter dt. 31-5-2000 issued by the management, Ext. 5 is the photocopy of letter issued by Medical Board, Ext. 6, 7 and 8 is photocopy of her complain.

The Management also submitted the following document. Ext. 'Ka' is office order of transfer, Ext. 'kha' change of category from Typist to clerk, Ext. 'ga' Medical check up of Smt. A. Sen, typist of this office, Ext. 'GHa' Medical check up of Smt. A. Sen, typist, CEE/MLG, Ext. 'Unga' is change of category from typist to clerk, Ext. 'Unga' (I) is signature etc.

On perusal of the evidence recorded by me and the exhibited documents I find the crux of contention between the parties is that the workman claim that as her category was change on medical ground she is entitle to be promoted to clerk of Sr. category and she should not be detained at the bottom of the list of the seniority of clerks. The case of the management that as the workman concerned change her category at her own request she is not entitled to get promotion as she claim.

The learned advocate for the workman claim that as per case law 203 of 2000 passed by Central Administrative Tribunal the workman Smt. A. Sen is entitled to get promotion. The learned advocate for the management very much hammed that the workman is not entitled to get promotion to the Sr. clerk superseding the Sr. clerk already enlisted as she is decategorised by the Medical Board her name is rightly enlisted at the bottom of the seniority list. In support of his contention the learned advocate for the management agitated rule 312 which reads as follows.

“Transfer on request— The seniority of railway servants transferred at their own request from one railway to another should be allotted below that of the existing confirmed, temporary and officiating railway servants in the relevant grade in the promotion group in the new establishment irrespective of the date of confirmation or length of officiating or temporary service of the transferred railway servants.

- (i) This applies also to cases of transfer on request from one cadre, division to another cadre/ division on the same railway.
- (ii) The expression “relevant grade” applies to grade where there is an element of direct recruitment. Transfers on request from Railway employees working in such grades may be accepted in such grades. No such transfers should be allowed in the intermediates grades in which all the posts are filled entirely by promotion of staff from the lower grade(s) and there is an employment of direct recruitment.”

Inter alia that the learned advocate for the workman agitated that due to serious deterioration of health the workman submitted the application dated 30-3-88 on the strength of which and of medical report she was decategorised from C(1) to C(11) by the Supdt. of Chief Hospital on 15-11-88. As she is declared unfit by the Medical Board and as she is transferred on the Medical ground when she is posted in category C(11) she can not be deprived from the benefit of promotion. He denied the claim of the management that as her category was change of her own request she is not entitled to have promotion. The claim of the management is ultra-vires to rules 1304 to 1314 of the Railway Establishment Manual Vol-I, 1989.

On careful scrutiny of the documents and the case law cited I find the case of the instant workman, and the workman of the cited case law are different. In the cited case law the workman was declared unfit by the Medical Board itself. Wherein the instant workman is declared to change the category on the medical ground on her own request. It is very much categorically mentioned in Ext.

'Ka' that her category was change on condition which is described by giving N B, which goes as given below. She will assign seniority below all permanent and temporary Jr Clerk of Electrical Deptt. The claim of the workman that initially the N B portion was not in the letter of order of change category is not believable. The workman side claim that writing of such N B part is illegal. But the witness for the management cleared that, that is an official style to add something by showing NB (Noted below).

Now I find the workman already got benefit by submitting petition for change of her category on medical ground. Ostensibly her category is changed from category C(I) to C(II) on medical ground. By the change of the category she already got benefit. She cannot get double benefit. The rule already cited 312 is against her claim. She is not entitled to get benefit to seniority in category C(II). Hence under the fact and circumstances her claim for benefit in the seniority list by superseding the already listed employees is not entertainable. Accordingly her claim is rejected and issue is decided in favour of the management.

In the result the management is justified not promoting her and workman is not entitled any relief.

H A HAZARIKA, Presiding Officer

नई दिल्ली, 30 जुलाई, 2002

का. आ. 2720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जम्मू एंड कश्मीर बैंक के पबंधतंत्र के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लेवर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई डी 105/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-7-2002 को प्राप्त हुआ था।

[सं. एल-12011/11/89-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 30th July, 2002

S. O. 2720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID 105/89) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jammu & Kashmir Bank, and their workmen, which was received by the Central Government on 29-7-2002

[No. L-12011/11/89-I.R.(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SHRI S M GOEL, PRESIDING OFFICER,  
CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

CASE NO ID 105/89

Shri Naresh Kumar son of Madan Lal C/o Shri H.K. Gandotra,  
General Secretary, Amritsar General Karamchari Sangathan,  
Ekta Bhawan Patligarh, Amritsar ... Applicant

Versus

The Manager, Jammu & Kashmir Bank, Sastri Market  
Amritsar ( Punjab). ... Respondent

#### REPRESENTATIVES

For the workman : Sh.H.K. Gandotra

For the management : Sh Mukesh Ahluwalia

#### AWARD

Dated : 22nd July, 2002

The Central Govt, Ministry of Labour vide Notification No L-12011/11/89-I. R. Bank. 1 dated 6th July, 1989 has referred the following dispute to this Tribunal for adjudication .

"Whether action of the management of J&K Bank in terminating the services of Naresh Kumar from 30-9-82, while retaining in services S/Shri Ashok Kumar, Rakesh Kumar, Swarn Singh and Tarsem Kumar, Rakesh Kumar, is fair and justified? If not to what relief the workman is entitled to and from what date?"

2. The applicant in the claim statement has pleaded that he was appointed as waterman on 1-5-1980 and he was paid monthly salary @ 150/- per month. He was allowed to work upto 30-9-90. He was again appointed from 1-5-1981 and allowed to work upto 30-9-81. Similarly he was again appointed on 1-5-1982 and allowed to work upto 30-9-82. One Shri Ashok Kumar S/o Sh. Desh Raj was appointed as waterman in the year 1980, 1981 and 1983 and he was permanently observed by the bank and similar is the position with regard to Rakesh Kumar, Sarwan Singh and Tarsem Kumar. It is pleaded by the applicant that he approached many time the management for his reinstatement but the management has not done anything. He has prayed for his reinstatement with full back wages w.e.f. 1-10-1982 with all consequential benefits.

3. In written statement it is admitted by the management that applicant was appointed as waterman on 1-5-1980 and again in the year 1981 and 1982 for five months in each year and he has not completed 240 days service in any calendar year. It is also pleaded that no junior was retained and the case of Ashok Kumar was different as he was taken up on the job against a permanent vacancy. Similar is the case of Rakesh Kumar, Swarn Singh and that of Tarsem Kumar and the claimant is not entitled to any relief in this reference and the reference deserves rejection.

4. Replication was also filed by the applicant reiterating the claim made in the claim petition.

5. In evidence the applicant filed his own affidavit as Ex W1. The applicant admitted his employment for the above periods. It is admitted in his cross-examination that his duty was to serve the water. In additional evidence Naresh Kumar filed documents Ex.W2 and W3 and Mark 1 to Mark 21. In rebuttal the management has produced Des Raj Sharma Chief Manager J&K Bank who filed his affidavit Ex.M1 in evidence. It is deposed by the said witness that Mark 1 to Mark 21 were never received by the bank.

6. I have heard the representatives of the parties and have gone through the evidence and record of the case.

7 The learned counsel for the workman has argued that the management has violated the provisions of Section 25-G and H of the I.D. Act 1947 as the rule of first come last go has not been adhered to by the Management and the management also violated the provisions of Section 25-H of the I.D. Act 1947 as no preferential opportunity was allowed to the applicant at the time of appointment of Ashok Kumar, Rakesh Kumar, Swaran Singh and Tarseni Kumar. On the other hand, the counsel for the management has argued that the cases of the above four persons were different than that of the applicant as they were appointed against the permanent vacancy. It is admitted position that workman had worked from 1980, 1981 and 1982 for only five months in summer seasons for supply of water and he was specifically appointed/engaged for five months. He had never completed 240 days of service in any calendar year and no other similarly situated persons were never employed in the similar fashion and thus in my considered opinion, the management has not violated the provisions of section 25-G and H of the I.D. Act, 1947 and no prejudice has been caused to the present applicant as he has never completed 240 days of service in any calendar year and he was rightly not given permanent post by the Bank. Thus the termination of the service of the workman w.e.f 30-9-1982 is justified. The workman is thus not entitled to any relief whatsoever and reference is answered accordingly.

Central Govt. be informed  
Chandigarh, 22-7-2002

S M. GOEL, Presiding Officer

नई दिल्ली, 30 जुलाई, 2002

का. आ. 2721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई.डी. 197/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-7-2002 को प्राप्त हुआ था।

[ सं. एल- 12012/179/90-आई. आर. (बी-1) ]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 30th July, 2002

S.O. 2721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No. ID 197/1990) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India, and their workmen, which was received by the Central Government on 29-7-2002

[No L-12012/179/90-I.R (B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

BEFORE SHRI S.M. GOEL, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

CASE No. ID 197 of 1990

General Secretary,  
S.B.I. Staff Congress,  
3135, Sector 22-D,  
Chandigarh-160022.

Applicant

Versus

Regional Manager,  
State Bank of India,  
Region-II, Regional Office,  
Post Box No. 13, Court Road,  
Lower Lakkar Bazar,  
Shimla (H.P.)—171001

Respondent

## REPRESENTATIVES

For the workman : Sh. J. G. Verma  
For the management : Sh. Ashok Gupta

## AWARD

Dated: 16th of July, 2002

1. The Central Govt., Ministry of Labour vide Notification No. L-12012/179/90-I.R. (B. 3) dated 4th December, 1990 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of State Bank of India in treating the workman Shri Sanjeev Aggarwal, Cashier at Taruwal Branch, H.P., as having voluntarily retired from the service of the bank w.e.f 7-8-88 is justified? If not, to what relief the workman is entitled to?"

The applicant in the claim statement has pleaded that he fell sick in the month of August 1988 and had to go on leave from that date. He submitted his leave application and also the medical certificate. On being declared fit the applicant went to Taruwal for joining duties on 25-3-1989 alongwith fitness certificate but he met with an accident in the way and he informed the branch manager and he submitted his leave application. From 24-3-89 to 4-6-1989 the workman was advised rest by the doctors and he sent all the necessary certificate and leave applications to the bank. The applicant reported for duty on 5-6-1989 but he was not allowed by the bank to join duty and he was told that he has been treated as having voluntarily retired from the service. The applicant was not unauthorisedly absent and the management wrongly treated him as voluntarily retired from service. He has thus prayed that this action of the management be declared illegal, unjustified and he may be reinstated in service with full back wages, seniority and other benefit.

3. In reply the stand of the management is that the applicant remained absent from duty from 8-8-1988 to 25-3-1989 unauthorisedly without getting the leave sanctioned. The applicant however sent a medical certificate alongwith leave application which was received by the Bank on 5-5-1989 and by this time his name had already been struck off from the pay role of the Bank and he was treated as voluntarily abandoned the service of the

Bank. The Bank had issued letter dated 26-10-1988 at the address of the applicant advising him to join duty within three days and he was further advised to produce an illness certificate from Chief Medical Officer but the applicant failed to do so. He was sent another Registered letter dated 23-1-1989 asking him to report for duty. It was made clear that if he failed to report for duty within 30 days from the date of notice it shall be presumed that he has voluntarily retired from service on the expiry of this notice. Despite this the workman had not reported for duty. In another communication dated 22-4-1989 sent to the workman by the Bank by ordinary U.P.C. in which he has been informed that he has been voluntarily retired from service from 8-8-1988. The applicant sent leave application dated 11-4-1989 which was sent after his name was struck off from the pay rolls of the bank for having voluntarily abandoned the service of the bank and his services have been terminated as per the agreement and the action of the management is perfectly in order and the management has prayed for the rejection of the reference.

4. In evidence the applicant filed his affidavit Ex. W1 and he also relied on documents Ex. W2 to W9 and Ex. W10. The applicant also produced in evidence WW2 Dr. K. G. Gupta who also filed his affidavit Ex. W11. In rebuttal the management has produced the affidavit Ex. M1 of Shri S.P. Sood who also produced the documents Ex. M2 and Ex. M3. The management also produced Dr. P.K. Sāndilya branch manager who filed his affidavit Ex. M4 and one document Ex. M5. He has also deposed that final notice for 30 days was given by the Asstt. General Manager.

5. I have heard the representatives of the parties and have also gone through the evidence and record of the case. The learned counsel for the applicant has argued that the bank has not conducted any enquiry against the applicant regarding his absence and wrongly treated him as voluntarily abandoned the services of the bank. The action of the bank is in clear violation of the principle of natural justice. The counsel for the workman has further argued that the management has not given any notice of one month or pay in lieu thereof and nor any retrenchment compensation was paid by the bank to the applicant at the time of termination of service and as such non compliance of the mandatory provisions of Section 25-F, it amounts to termination. For his arguments he has relied on the judgement of Hon'ble Supreme Court in the case of Upton India Ltd. Vs. Shammii Bhan reported in AIR 1998 S.C. page 1681. On the other hand learned the counsel for the management has argued that the applicant himself chose not to join the bank and remained unauthorisedly absent from the bank. As the workman himself remained absent from 8-8-1989 to 25-3-1989, he chose to send the leave application alongwith medical certificate to the bank only on 5-5-1989, i.e. much after when he was treated by the bank as voluntarily retired from the service. I have gone through the documents prescription slip Ex. M2, medical certificate dated 25-3-1989 Ex. M2/1 and medical certificate Ex. M3 which is dated 10-4-1989. The applicant also relied on the postal receipt which is apparent dated 3-5-1989 bearing Ambala stamp, meaning thereby that the letter itself was posted from Ambala on 3-5-1989 and reached the

Branch Manager Taruwala on 5-5-1989. Thus it is amply clear that the applicant after receiving the letter from the bank retiring him voluntarily from the service of the bank w.e.f. 8-8-1988 he got prepared the medical certificate in the back date and just to cover the period he sent the letter which was received by the bank on 5-5-1989. The representative of the management also relied on the judgement of Hon'ble Supreme Court of India in the case of Syndicate Bank Vs. The General Secretary Syndicate Bank Staff Association and another reported in R.S.J. 2000(2) in which it has been held by the Hon'ble Supreme Court that the order passed by the bank after expiry of notice that he had voluntarily retired from the service of the bank, there is no necessity for the bank to hold enquiry as the workman himself defaulted and did not report for the duty within the prescribed period required under the Bipartite Settlement. It is admitted position that the bank had issued letters to the workman on the address which is correct and it is presumed that these letters were issued at the correct address of the applicant and received by him, and he himself chose not to attend the duties of the bank. Thus relying on the judgment of the Hon'ble Supreme Court in the Syndicate Bank's case, it is held that bank is not under any obligation to hold departmental enquiry against the workman and there was no necessity for the bank to comply with the provisions of section 25-F of the I.D. Act 1947.

6. In view of the discussions made in the earlier paras. I have no other alternative but to hold that action of the management of State Bank of India in treating the workman Shri Sanjeev Aggarwal, cashier at Taruwal branch H.P. as having voluntarily retired from the service of the bank w.e.f. 7-8-1988 is justified and the applicant is not entitled to relief what-so-ever. The Central Govt. be informed Chandigarh.

16-7-2002

S. M. GOEL, Presiding Officer

नई दिल्ली, 1 अगस्त, 2002

**का. आ. 2722.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार रिजर्व बैंक ऑफ़ इंडिया, नई दिल्ली के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 29/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-2002 को प्राप्त हुआ था।

[सं. एल-12012/444/99 आई. आर. (बी. 1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st August, 2002

**S. O. 2722.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2000) of the Central Government Industrial Tribunal/Labour Court, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India, New Delhi, and their workman, which was received by the Central Government on 31-7-2002.

[No. L-12012/444/99-I.R. (B-I)]

AJAY KUMAR, Desk Officer



**अनुबंध**

समक्ष : केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय :  
नई दिल्ली

पीठासीन अधिकारी : श्री बद्री निवास पाण्डेय

औद्योगिक विवाद संख्या : 29/2000

श्री अमर सिंह सेवरा,  
केयर आफ राम स्वरूप मोर्या,  
पोस्ट मास्टर,  
प्रधान डाकघर—नारनौल,  
हरियाणा.

कर्मचारी/श्रमिक

बनाम

प्रबन्धक,  
रिजर्व बैंक आफ इंडिया,  
पार्लियामेंट स्ट्रीट,  
नई दिल्ली-110001.

प्रबन्धक

**पंचाट**

केन्द्रीय सरकार श्रम मंत्रालय के आदेश संख्या एल-12012/444/99/आई आर (बी-1) दिनांक 18-2-2000 द्वारा यह विवाद निर्णायक इस अधिकरण को मंजूरित किया गया है :-

"क्या रिजर्व बैंक आफ इंडिया, पार्लियामेंट स्ट्रीट, नई दिल्ली के प्रबंधक द्वारा अमर सिंह सेवरा लिपिक श्रेणी-2 को उसकी मैडिकल फिटनेस की किसी जांच के बिना, जबकि विरुद्ध रूप से, उसे बैंक द्वारा ही अपनी दिमागी बीमारी का इलाज कराने की सलाह एवं अनुमति दी गई थी, दिनांक 9-9-78 से 'स्वेच्छया सेवा निवृत्त' मानना न्यायोचित, वैध एवं युक्तियुक्त है ? यदि नहीं, तो वह किस प्रकार का अनुतोष पाने का अधिकारी है ?"

2. श्रमिक श्री अमर सिंह सेवरा के कथनानुसार संक्षेप में तथ्य इस प्रकार है कि उसने भारतीय रिजर्व बैंक द्वारा आयोजित अखिल भारतीय प्रतियोगिता में मैरिट के आधार पर रिजर्व बैंक आफ इंडिया, पार्लियामेंट स्ट्रीट, नई दिल्ली द्वारा चयनित किये जाने पर, 10 मई, 1978 को भारतीय रिजर्व बैंक आफ इंडिया, पार्लियामेंट स्ट्रीट, नई दिल्ली में सिक्का नोट परीक्षक पद का कार्यभार संभाला था। वह 10-5-78 से 17-6-79 तक निरन्तर बैंक में ड्यूटी करता रहा। बैंक ड्यूटी के दौरान उसके सिर में गुम चोट लग जाने के कारण बेहोशी के दौर आने से बेहोशी के दौरों से पूर्णतया स्वस्थ होने तक इलाज कराने की इजाजत देते हुए बैंक ने उसे दिनांक 18-6-79 से बैंक में काम करने से बंद कर दिया। जब उसने 3-6-79 को बैंक में प्रतिवेदन भेज कर, बैंक रिकार्ड अनुसार उसके द्वारा बैंक में की गई ड्यूटी अवधि अर्थात् कार्य अवधि का प्रमाणीकरण करे हेतु एवं बैंक में ड्यूटी करने की आज्ञा प्रदान करने हेतु प्रार्थना किया तब बैंक ने अपने पत्र एम जी आर न. 1535/पी.एफ. दिनांकित 28-6-79 द्वारा उसकी बैंक में की गई ड्यूटी अवधि का प्रमाणीकरण करते हुए उसे सूचित किया कि बैंक ने कार्यालय आदेश एम.जी.आर. सं. 1325/78-79 दिनांकित 18-6-79 से बेहोशी के दौरों से पूर्णतया स्वस्थ होकर ड्यूटी पर उपस्थित होने तक, श्री सेवरा को बैंक में ड्यूटी करने से बंद कर दिया गया है। अतः बेहोशी के दौरों से पूर्णतया स्वस्थ होकर ड्यूटी पर उपस्थित होने तक बैंक उसको ड्यूटी की आज्ञा देने में असमर्थ है। प्रमाणार्थ बैंक के उस पत्र की फोटो कापी संलग्नक 'ए' के रूप में वादपत्र में संलग्न की गई है।

3. यह कि वह (श्रमिक) 10-5-78 से 17-6-79 तक बैंक में निरन्तर ड्यूटी करता रहा और बैंक में उसकी हाजिरी रजिस्टर रिकार्ड में हस्ताक्षर मौजूद है अतः उसकी सेवाएं 9-9-78 से 'ऐच्छिक परित्याग' की गई मानना अवैध है। चूंकि 18-6-79 से श्रमिक को बैंक से पूर्णतया स्वस्थ होने तक के बैंक ड्यूटी पर उपस्थित होने व विशेष तौर पर इलाज कराने की अनुमति दी है, ऐसी अवस्था में बिना मैडिकल फिटनेस की जांच किए 9-9-78 से ही उसकी नियुक्ति 'ऐच्छिक परित्याग' की गई मानना उचित एवं वैध व न्याययुक्त नहीं है।

4. बैंक ने श्रमिक को 9-9-78 के बाद पत्र प्रस्तुत करने की तिथि तक उसके द्वारा सेवाओं से 'ऐच्छिक परित्याग' की गई मानने की सूचना, पत्र या अखबार द्वारा नहीं दी है और 10-5-78 से 17-6-79 तक वह निरन्तर बैंक में काम/ड्यूटी कर चुका है और बैंक उसे प्रमाणित कर चुका है।

5. दिनांक 1 अगस्त, 1978 को बैंक में ड्यूटी करने के बाद उसे सूचना मिली कि उसकी माता जी सख्त बीमार हैं। माता-पिता का इकलौता पुत्र होने के कारण एवं जुलाई, 78 का व्रतन घर पर देने हेतु वह 2-8-78 से 18-8-78 तक का आकस्मिक अवकाश प्रदान करने व हैडक्वार्टर छोड़ने की इजाजत देने का प्रार्थना पत्र बैंक के प्रबन्धक अनुभाग में देकर अपनी माता जी का इलाज करवाने हेतु घर चला गया था।

6. घर पर उसके पास 5-8-78 को बैंक ने एक पत्र भेजा जो उसे 11-8-78 को मिला और वह 19-8-78 को बैंक में ड्यूटी पर उपस्थित हो गया। बैंक ने 5-8-78 के पत्र में उस पर अनुपस्थित होने का गलत और झूठा आरोप लगाते हुए उसे 21-8-78 तक बैंक में उपस्थित न होने पर, 21-8-78 से उसकी नियुक्ति 'ऐच्छिक परित्याग' की गई मानने की धमकी दी थी। इस हेतु उसने बैंक के कैश डिपार्टमेंट में ड्यूटी हेतु प्रवेशार्थ पास खनवाया था ताकि दिनांक 19-8-78 को बैंक में उपस्थित होकर ड्यूटी करने का प्रमाण उसके पास रहे तथा बैंक द्वारा 21-8-78 को उसकी नियुक्ति 'ऐच्छिक परित्याग' की गई मानने की धमकी के प्रति बैंक में 19-8-78 को ड्यूटी पर उपस्थित होकर बैंक में कार्य करने का प्रमाण मांगने पर वह पेश कर सके। प्रमाणार्थ इस पास की फोटोस्टेट कापी संलग्नक 'आई' के रूप में संलग्न की गई है।

7. 19-8-78 को बैंक में निरन्तर ड्यूटी करते हुए 22-8-78 को उसने बैंक ड्यूटी के दौरान बैंक के प्रबन्धक अनुभाग में, उसके घर 5-8-78 को गलत व झुठ आरोपों से परिपूर्ण पत्र भेजने वालों के खिलाफ अनुशासनात्मक कार्यवाही करने का एक प्रार्थना पत्र दिया तथा 9-9-78 को पुनः प्रार्थना पत्र बैंक में दिया, किन्तु उस पर कोई कार्यवाही नहीं की गई।

8. उसने/श्रमिक ने अगस्त, 78 का व्रतन लेकर उसमें से 100 रुपये अपने श्वसुर श्री गमेश्वर लाल जी के पास भेजने हेतु बैंक ड्यूटी के दौरान मनीआर्डर कराने की छुट्टी लेकर पार्लियामेंट स्ट्रीट पोस्ट ऑफिस से मनीआर्डर करवाया जिसकी रसीद की फोटोस्टेट कापी संलग्न है।

9. यह कि दिनांक 10-7-79 को पूर्णतया स्वस्थ होकर मैडिकल प्रमाणपत्र और फिटनेस प्रमाण पत्रों सहित बैंक में ड्यूटी करने की आज्ञा प्रदान हेतु उपस्थित हुआ तो बैंक प्रबन्धक/मैनेजमेंट ने कहा कि बैंक में ड्यूटी करने की आज्ञा प्रदान करने की प्रार्थना के साथ मैडिकल प्रमाणपत्र, फिटनेस प्रमाणपत्र व बैंक आदेश पत्र आदि लगा कर प्रार्थना पत्र बैंक डाक पाँति काउन्टर पर दे आओ, बैंक इस प्रार्थना पत्र को बैंक ड्यूटी करने की आज्ञा देने के आदेश हेतु केन्द्रीय कार्यालय बम्बई भेजेगा वहां से आदेश आते ही तुम्हारे घर पर बैंक में काम करने की

आजा प्रदान करने का आदेश भेज दोगे। उसने 10-7-79 को बैंक में जो प्रार्थना पत्र दिया उसकी फोटोकॉपी प्रति प्रमाणार्थ संलग्नक 'ए' के रूप में संलग्न है। यह कि वह 10-7-79 से 1997 तक करीबन हर महीने डाक द्वारा बैंक में ड्यूटी हेतु उपस्थित हुआ है और बैंक में ड्यूटी करने हेतु प्रार्थना पत्र आजा प्राप्त हेतु भेजा है और बैंक में ड्यूटी करने की आज्ञा प्रदान करने हेतु बैंक में उपस्थित होकर प्रार्थना पत्र दिया है। प्रमाणार्थ कुछ पत्रों की फोटोकॉपी प्रतियां वाद कथन के संलग्नक एन.ओ. पी.ब्यू. के रूप में संलग्न हैं और कुछ डाक द्वारा भेजे प्रमाण पत्रों की पानवी पत्र की फोटोकॉपी प्रतियों के रूप में वाद कथन के साथ आर.एस.टी.यू. के रूप में संलग्न हैं।

10. यह कि जून, 1997 को बैंक में ड्यूटी की आज्ञा प्राप्ति हेतु जब यह (श्रमिक) उपस्थित हुआ तो मनेजमेंट ने उसे कहा कि बैंक ने उसे डिमिशन कर दिया है तब उसने बैंक के गवर्नर साहब को बिना कोई कारण बैंक द्वारा उसकी डिमिशन किए जाने की शिकायत की और साथ में देश के प्रधानमंत्री जी, राष्ट्रपति जी तथा राष्ट्र के मानवाधिकार आयोग को इस अन्यायपूर्ण अवैध कार्यवाही की शिकायत की और बैंक में ड्यूटी करने की आज्ञा दिलाने की प्रार्थना की। यह कि बैंक के गवर्नर साहब ने जांच कराने के बाद बैंक के जवाब के आधार पर 7-10-97 को उसको (श्रमिक को) पत्र भेजा कि बैंक द्वारा दिनांक 9-9-78 में उसको 'स्वैच्छिक सेवा नियुक्ति' मानी गई है उसको डिमिशन नहीं किया गया है। तब उसने लेबर कमिश्नर साहब को शिकायत किया। समझौते का पयाम अमफल होने पर केन्द्र सरकार के श्रम न्यायालय द्वारा यह विवाद इस अधिकरण/न्यायालय को निर्णयार्थ संदर्भित किया गया है। श्रमिक ने पुनः कहा कि बैंक ने जालसाजी पूर्वक मनमानी व अवैधानिक ढंग से जबरदस्ती उसकी स्वैच्छिक सेवा समाप्त माना है जो कि पूर्णतया अवैध गलत व अन्याय-पूर्ण है जिसे निरस्त करके उसे सेवा में पुनर्स्थापित करके ड्यूटी करने का आदेश देकर सम्पूर्ण वेतन का भुगतान व पदोन्नति आदि नियमानुसार सेवा के सभी अनुमन्य लाभ दिलाए जाएं।

11. श्रमिक के वाद कथन का विरोध करते हुए बैंक के प्रबन्ध तंत्र द्वारा लिखित उत्तर प्रस्तुत किया गया है जिसमें संक्षेप में मुख्य रूप से यह कहा गया है कि श्रमिक की नियुक्ति दिनांक 10-5-78 ई. लिपिक द्वितीय श्रेणी/मिक्का नोट परीक्षक-II के पद पर पूर्णतया अस्थायी रूप से रिजर्व बैंक आफ इंडिया के नई दिल्ली कार्यालय में की गई थी। उसकी नियुक्ति की शर्तों में एक मुख्य शर्त यह भी थी कि उसकी अस्थायी रूप से नियुक्ति के दौरान उसकी सेवाएं बिना किसी नोटिस के किसी भी समय समाप्त की जा सकती हैं और उसकी यह नियुक्ति पूर्णतया अस्थायी थी। यदि स्थाई पद प्राप्ति में उपलब्ध होता है और अस्थायी नियुक्ति का कर्मचारी एक साल की निरन्तर सेवा पूरी करते हुए निरन्तर कार्यरत रहता है तो उसकी सेवाएं स्थाई करने के लिए विचार किया जाता है लेकिन यदि कोई व्यक्ति अस्थायी नियुक्ति के पश्चात् निरन्तर कार्य नहीं करता है अथवा स्वतः अपनी नियुक्ति छोड़ देता है तो स्थाई पद पर नियुक्ति पाने का लाभ उसे नहीं मिलता है। याचनी/श्रमिक की नियुक्ति 10-5-78 को हुई थी और उसके बाद उसने रविवार एवं अन्य अवकाश के दिनों को मिलाकर कुल केवल 40 दिन तक ही अपने पद पर कार्य किया था तथा 19-6-78 से ही यह निरन्तर अनुपस्थित हो गया था। उसका एक पत्र दिनांकित 19-6-78 ई., बैंक में 28-6-78 को इस सूचना के साथ प्राप्त हुआ था कि वह गम्भीर रूप से बीमार है इसलिए अपनी ड्यूटी पर उपस्थित होने में असमर्थ है। उसने न तो कोई अवकाश की प्रार्थना की थी और न ही अवकाश की अवधि का उल्लेख किया था

और न अपना चिकित्सा प्रमाण पत्र या अवकाश की अवधि में अपने पते का ही उल्लेख किया था। रिजर्व बैंक के कर्मचारियों की सेवा शर्तें आर.बी.आई. (स्टाफ) रेगुलेशन 1948 के अनुसार होती हैं। इस प्रकार के कर्मचारियों को केवल 15 दिन का आकस्मिक अवकाश मिल सकता है। लेकिन आकस्मिक अवकाश भी एक समय में 7 दिन से अधिक के लिए स्वीकृत नहीं किया जा सकता है। ऐसे मागले में बैंक द्वारा केवल असाधारण अवकाश, मैडिकल प्रमाणपत्र प्रस्तुत किये जाने पर स्वीकार्य होती है किन्तु यह अवकाश वेतन वृद्धि के लिए नहीं गिना जाता है। चूंकि प्रस्तुत मामले में श्रमिक ने कुल केवल 40 दिन तक का कार्य किया था ऐसी स्थिति में उसे किसी अन्य प्रकार का अवकाश नहीं दिया जा सकता था। यदि किन्हीं कारणों से अस्थायी श्रमिक पर यह नियम लागू भी किया जाता तो उस दशा में श्रमिक को केवल 4 दिनों का साधारण अवकाश व केवल 2 दिन का मैडिकल अवकाश दिया जा सकता था। चूंकि 28-6-78 को जब श्रमिक का प्रार्थना पत्र मिला जो उस समय तक चिकित्सा तथा असाधारण अवकाश की कुल अवधि बीत चुकी थी अतः उसे किसी प्रकार का अवकाश नहीं दिया जा सकता था। यदि चिकित्सा प्रमाण पत्र जो कि सक्षम चिकित्सक द्वारा दिया गया संलग्न होता तो केवल उस परिस्थिति में ही उस पर बिना वेतन व भत्ते के अवकाश प्रदान करने पर विचार किया जा सकता था। दिनांक 26-6-78 के पत्र द्वारा श्रमिक को सूचित किया गया था कि वह बिना किसी प्रार्थना पत्र दिए 19-6-78 से अनुपस्थित चल रहा है अतः वह तुरन्त अपनी ड्यूटी पर उपस्थित हो जाए अथवा यदि वह बीमार है तो चिकित्सक के प्रमाण पत्र के साथ अवकाश हेतु अपना प्रार्थना पत्र भेज दे और यह भी बताये कि उसने ऐसा प्रार्थना पत्र इससे पहले क्यों नहीं दिया है। चूंकि उस पत्र का कोई जवाब नहीं मिला अतः उसे पुनः पत्र लिखा गया। ऐसे सभी पत्र रजिस्टर डाक से भेजे गये थे जिनकी संयुक्त प्रतियां संलग्नक 'ए' के रूप में संलग्न हैं। किन्तु यह सभी पत्र जो कि रजिस्टर्ड ए.डी.डाक से भेजे गये थे 'नाट अवेलेबल' 'लैफ्ट बिदाउट एंडरैम' लिखकर वापस आ गये थे। चूंकि श्रमिक की सेवाएं पूर्ण तथा अस्थायी थीं तथा उसे भेजे गये सभी पत्र वापस आ गये थे और बैंक का कार्य प्रभावित हो रहा था इसलिए बैंक के पास कोई विकल्प नहीं था सिवाय यह मानने के कि श्रमिक स्वेच्छा से अपनी नौकरी छोड़ चुका है। इसके बावजूद श्रमिक को एक अन्य मौका देते हुए पुनः 5-8-78 को उसके तीनों पत्तों पर, प्रेषित पत्रों का उल्लेख करते हुए भेजा गया कि यदि वह बीमार है तो 21-8-78 तक अवकाश हेतु अपना प्रार्थना पत्र भेज दे अन्यथा यह मान लिया जायेगा कि उसने स्वेच्छा से अपनी बैंक की नौकरी छोड़ दी है। यह पत्र श्रमिक को प्राप्त हुआ जैसा कि उसकी प्राप्ति रसीद संलग्नक 'ब' से स्पष्ट है। इस पत्र का भी जब कोई जवाब नहीं मिला तो पुनः 1-9-78 को उसे दूसरा पत्र इस आशय से भेजा गया कि इस पत्र की प्राप्ति के 7 दिन के भीतर वह अपेक्षित कार्यवाही करे अन्यथा यह मान लिया जायेगा कि वह नौकरी में रहने का इच्छुक नहीं है। अतः उसकी सेवाएं दिनांक 9-9-78 से 'स्वैच्छिक से समाप्त की गई' मान ली जायेगी। चूंकि इस अंतिम पत्र का भी कोई जवाब नहीं मिला तथा बैंक के पास कोई विकल्प नहीं बचा था। अतः यह मान लिया गया कि श्रमिक ने स्वेच्छा से अपना पद रिक्त कर दिया है। बैंक का उक्त निर्णय नियुक्ति पत्र की शर्तों के सर्वथा अनुकूल था। यदि श्रमिक नौकरी में बना रहना चाहता था तो बैंक द्वारा प्रेषित नोटिसों के आधार पर अपने चिकित्सा प्रमाण पत्रों के साथ प्रमाण पत्र भेज सकता था तो बैंक उसकी प्रार्थना पर अवश्य विचार करता। तत्पश्चात् यह मामला बैंक में समाप्त माना गया। लेकिन 25-11-80 को एक पत्र दिनांकित 21-11-80 जिसे श्रमिक

द्वारा पेशित कहा जाता है, इस आशय का प्राप्त हुआ कि 18-6-78 को बैंक में काम करने के पश्चात् वह (श्रमिक) गम्भीर रूप से बीमार हो गया। चूंकि उसके माता-पिता अशिक्षित हैं तथा वह बीमार था अतः वह अपनी बीमारी का कोई प्रार्थना पत्र बैंक को नहीं दे सका, अब वह बीमारी से पूर्ण स्वस्थ हो गया है अतः चिकित्सा प्रमाणपत्र के आधार पर उसे पुनः नौकरी में रख लिया जाये। इस प्रार्थना पत्र की फोटो प्रति संलग्नक 'डी' है। उक्त पत्र के जवाब में श्रमिक को पत्र दिनांकित 24-2-81 द्वारा यह बताया गया कि नौकरी में उसको पुनः रखा जाना संभव नहीं है। तत्पश्चात् श्रमिक को जो भी देय बकाया था उसका भुगतान प्रबन्ध तंत्र द्वारा कर दिया गया था। पुनः लगभग 18 वर्षों के पश्चात् एकाएक श्रमिक याची द्वारा पेशित एक पत्र दिनांकित 10-6-97 रिजर्व बैंक के केन्द्रीय कार्यालय मुम्बई में 8-7-98 को प्राप्त हुआ। उक्त पत्र में सबसे आश्चर्यजनक बात यह थी कि श्रमिक ने उसमें यह उल्लेख किया था कि वह 1978 से लगातार अपने पद पर कार्यरत था। यह बीमार हो जाने के कारण जाकि उसके बस में नहीं था, ड्यूटी नहीं कर सका तथा राजकीय मनोरोग अस्पताल से स्वस्थ होने के पश्चात् 7-6-97 को जब वह अपनी ड्यूटी पर गया तब उसे ड्यूटी करने से मना कर दिया गया और यह बताया गया कि उसकी सेवाएं समाप्त (डिमिस्म) हो चुकी हैं। श्रमिक ने अपने उक्त प्रार्थना पत्र के साथ एक चिकित्सा प्रमाण पत्र दिनांक 7-6-97 प्रस्तुत किया था जिस पर कथित रूप से मनोचिकित्सक केन्द्र, जयपुर के अधीक्षक की मुहर लगी हुई थी और उसमें यह लिखा था कि याची/श्रमिक दिनांक 19-6-78 से 7-6-97 तक वाह्य रोगी के रूप में चिकित्सा करा रहा था और अब वह मानसिक रूप से पूर्णतया स्वस्थ है। याची ने अनुसूचित जाति एवं अनुसूचित जनजाति के राष्ट्रीय आयोग को तथा 'राष्ट्रपति' को भी पत्र की प्रति भेजी थी। जिसके जवाब में बैंक द्वारा कमीशन को 7-10-97 के पत्र द्वारा जवाब भेजा गया था। तत्पश्चात् याची ने यह विवाद महापक्ष श्रमायुक्त केन्द्रीय नई दिल्ली के समक्ष प्रेषित किया। उक्त कथन के अतिरिक्त प्रबंध तंत्र द्वारा अपने लिखित उत्तर में यह भी उल्लिखित किया है कि याची इण्डस्ट्रियल डिस्प्युट एक्ट की धारा 2 (एस) की परिभाषा के अनुसार श्रमिक की श्रेणी में नहीं आता है। क्योंकि विवाद के समय उसका और बैंक का संबंध सेवाएं एवं सेवायांत्रक का नहीं था। याची का विवाद औद्योगिक विवाद की श्रेणी में भी नहीं आता है। याची की याचिका अति शिथिल है। उसने अपनी याचिका के साथ जिन अभिलेखों की प्रतियां संलग्न की हैं वह सब फर्जी व निराधार हैं। याची मात्र एक अस्थायी कर्मचारी था और 10-5-78 से 18-6-78 तक कुल 40 दिन कार्य किया था, तत्पश्चात् सेवा छोड़ कर चला गया। उसने सेवा में कभी भी 240 दिन तक कार्य नहीं किया है ऐसी स्थिति में वह रिट्टेचमेंट का लाभ पाने का अधिकारी नहीं है। यह भी कहा गया है कि याची का यह कथन गलत है कि उसे बैंक द्वारा इलाज कराने के लिए समय दिया गया था। बैंक के किसी भी अधिकारी को इस प्रकार से अनर्शित काल तक इलाज कराने की छुट्टी देने का अधिकार नहीं था और न कभी ऐसा कोई आदेश दिया गया था, श्रमिक का अपना ही कथन परस्पर विरोधी है। बैंक द्वारा रजिस्टर्ड डाक से भेजे गये सभी पत्र उसके पते से वापस आ गये थे इसके विपरीत श्रमिक ने झूठे कथन किये हैं। याची का यह कथन सर्वथा निराधार है कि उसने जुलाई 78 में सेवा में कोई काम किया था। याची का संपूर्ण कथन असत्य, कल्पित, निराधार व झूठा है तथा उसने फर्जी अभिलेख तैयार करके अपने दाद कथन के साथ संलग्न किया जो कदापि साक्ष्य में पायी नहीं है। उसके सभी अभिलेख फर्जी व निराधार हैं। याची का यह कथन बिल्कुल गलत

है कि वह 9-9-78 को सेवा में था। याची को हटाने के लिए बैंक द्वारा फर्जी कार्यवाही करने का सवाल ही नहीं था क्योंकि वह अस्थायी सेवा छोड़ कर स्वतः चला गया। बारम्बार सूचना के बाद भी वह न तो उपस्थित हुआ और न कोई संतोषजनक कारण बताया या अवकाश का कोई प्रार्थना पत्र ही दिया। याची किसी प्रकार का उपशम पाने का अधिकारी नहीं है तथा याचिका निरस्त होने योग्य है।

12. प्रबंध तंत्र के लिखित कथन के विरुद्ध याची/श्रमिक ने अपना प्रतिउत्तर (रिजोण्डर) प्रस्तुत किया है जिसमें उसने प्रबंधतंत्र के कथन से इंकार करते हुए अपने पूर्व कथन को ही दोहराया है।

13. उभय पक्ष ने अपने कथन की पुष्टि में अभिलेखीय साक्ष्यों की फोटो प्रतियां दाखिल की हैं तथा मौखिक साक्ष्य में प्रबंधतंत्र ने एम डब्ल्यू.एस.आर. गर्ग महापक्ष जनरल मैनेजर रिजर्व बैंक, नई दिल्ली का शपथ पत्र प्रस्तुत किया है तथा उनकी जिरह श्रमिक द्वारा की गई है। दूसरी तरफ श्रमिक ने अपने कथन के पक्ष में अपना शपथ पत्र प्रस्तुत किया है तथा उसकी जिरह प्रबन्धतंत्र की ओर से की गई है।

14. मैंने उभय पक्ष का तर्क सुना व पत्रावली का अवलोकन किया।

15. उभय पक्ष के बीच यह तथ्य निर्विवाद है कि याची/श्रमिक भगवत सिंह सेवरा बैंक की सेवा में दिनांक 10-5-78 को रिजर्व बैंक ऑफ इण्डिया, नई दिल्ली में लिपिक ग्रेड-II/सिवका नोट परीश्रक ग्रेड-II के पद पर कार्यभार संभाला था। याची के कथनानुसार उसकी नियुक्ति भारतीय रिजर्व बैंक द्वारा आयोजित अखिल भारतीय प्रतियोगिता में मेरिटसंख्यन के आधार पर हुई थी। बैंक के कथनानुसार उसकी नियुक्ति उसके पद पर पूर्णतया अस्थायी थी तथा किसी भी समय बिना किसी पूर्व नोटिस के उसकी सेवाएं समाप्त की जा सकती थीं। बैंक के कथनानुसार श्रमिक दिनांक 10-5-78 से दिनांक 18-6-78 तक कुल केवल 40 दिन तक कार्य किया था और इसके पश्चात् दिनांक 19-6-78 तक बिना किसी प्रार्थना पत्र या अवकाश के अनुपस्थित हो गया और किसी प्रकार का प्रार्थना पत्र नहीं भेजा। तब बैंक ने उसके विभिन्न पतों पर पूर्वोक्त कथनानुसार बारम्बार इस आशय के पत्र भेजे कि वह यदि अस्वस्थ हो तो चिकित्सा प्रमाण-पत्र के साथ अवकाश हेतु अपना प्रमाण पत्र भेजे अथवा शीघ्र अपनी ड्यूटी पर हाजिर हो जाए। किन्तु पत्र बिना प्राप्त हुए वापिस आ गए। अतः बैंक ने पुनः पत्र भेज कर सूचित किया कि यदि वह 21-8-78 तक बैंक में अपनी ड्यूटी पर उपस्थित नहीं हो जाता अथवा चिकित्सा प्रमाण-पत्र के साथ उसका प्रमाण पत्र प्राप्त नहीं होता है तो उसकी सेवा स्वेच्छिक रूप से समाप्त हुई मान ली जाएगी। उक्त प्रमाण-पत्र श्रमिक को प्राप्त हुआ किन्तु श्रमिक ने उसका कोई उत्तर नहीं दिया। अतः बैंक ने 1-9-78 को पुनः 7 दिन का नोटिस दिया कि यदि वह पत्र प्राप्त के 7 दिन के भीतर बैंक में उपस्थित नहीं होता है तो उसकी सेवाएं दिनांक 9-9-78 से स्वतः समाप्त मान ली जाएगी। किन्तु फिर भी श्रमिक की ओर से कोई उत्तर नहीं मिला अतः कोई विकल्प न होने के कारण बैंक ने अपने आदेश दिनांक 26-9-78 द्वारा सूचित किया कि उसकी सेवाएं 9-9-78 से स्वतः समाप्त मान ली गई हैं। प्रारम्भ में याची/श्रमिक ने अपने दादकथन/याचिका में यह कहा कि वह 10-5-78 से 17-6-79 तक बैंक में ड्यूटी करता रहा है और बैंक ड्यूटी के दौरान उसके सिर में चोट लग जाने से उसे बेहोशी का दौरा आने लगा जिसमें बैंक ने उसे इलाज कराने की इजाजत देते हुए पूर्ण स्वस्थ हो जाने तक बैंक में ड्यूटी पर काम करना बन्द कर दिया था। उसने यह भी कहा कि दिनांक

10-5-78 से 17-6-79 तक बैंक में निरन्तर ड्यूटी करने के संदर्भ में बैंक के हाजिरी रजिस्टर में उसका हस्ताक्षर भी मौजूद है, ऐसी स्थिति में दिनांक 9-9-78 को जबकि वह ड्यूटी पर उपस्थित था उसे स्वेच्छा से सेवा-निवृत्त मानने का कोई औचित्य नहीं था। उसने यह भी कहा कि उसके अनुसार उसने सितम्बर 1978 के पूरे महीने में बैंक में उपस्थित रह कर ड्यूटी की थी और ड्यूटी के दौरान बैंक के स्टाफ अफसर से श्री बी. एल. शर्मा से अपने अंक पत्र व प्रमाण-पत्र भी प्रमाणित कराए थे। उसके बाद में बैंक द्वारा फर्जी बना कर लगाया गया है। उसने अपने इस कथन की पुष्टि में अपने याद कथन के सत्यापन के रूप में कुछ फोटो प्रतियां भी प्रस्तुत की हैं जिनकी सत्यता से प्रबंध तंत्र द्वारा इंकार किया है। प्रबंध तंत्र द्वारा याची के इस कथन का कि वह दिनांक 10-5-78 से लगातार 17-6-79 तक बैंक में कार्य किया था, का स्पष्ट खंडन किए जाने के पश्चात् याची/श्रमिक ने अपने इस कथन की पुष्टि में कोई साक्ष्य प्रस्तुत नहीं किया, अपितु अपने स्वयं के शपथ-पत्र पदार्थ डब्ल्यू. डब्ल्यू. 1/1 में यह बात स्वीकार किया है कि वह दिनांक 19-6-78 को अस्वस्थ हो जाने एवं अपनी असमर्थता के कारण ड्यूटी पर नहीं जा सका। दिनांक 19-6-78 को ही बैंक में अवकाश हेतु उसने प्रार्थना-पत्र दिया था जो बैंक द्वारा स्वीकृत किया गया था और उस समय बैंक द्वारा उसे अपनी मानसिक बीमारी की चिकित्सा कराने की सलाह दी गई थी। उसने यह भी कहा है कि इन्हीं बातों को ध्यान में रखते हुए बैंक ने अपने आदेश दिनांक 26-9-78 द्वारा उसकी अनुपस्थिति 19-6-78 से 9-9-78 तक को असाधारण अवकाश के रूप में स्वीकृत किया है। इस प्रकार में पत्रावली पर उपलब्ध याची/श्रमिक की अपने ही शपथ-पत्र के आधार पर बैंक के इस कथन की पुष्टि पाता है कि उसने बैंक में केवल 18-6-78 तक ही काम किया है और तदनुसार इस निष्कर्ष पर पहुँचता है कि याची ने बैंक में कुल केवल 40 दिन अर्थात् दिनांक 10-5-78 से 18-6-78 तक ही अपने पद पर कार्य किया था एवं तत्पश्चात् वो बीमारी के कारण अनुपस्थित हो गया। इसके विपरीत याची के कथन को सही नहीं पाता है।

16. बैंक के कथनानुसार याची को सेवाएं सर्वथा अस्थाई थीं जो किसी भी समय बिना किसी पूर्व नोटिस के समाप्त की जा सकती थी लेकिन इस संदर्भ में बैंक के साक्षी एम. डब्ल्यू. 1 श्री एम. आर. गर्ग ने अपनी प्रतिपक्षीयता में यह स्वीकार किया है कि याची/श्रमिक कि नियुक्ति जिस पद पर हुई थी वह पद स्थाई पकृति का था। जैसा भी हो इस विवाद में यह प्रश्न निहित नहीं है कि याची की सेवाएं अस्थाई थीं अथवा स्थाई किन्तु इतना स्वीकृत तथ्य है कि बैंक ने याची की सेवाएं अपने स्तर पर समाप्त करने का कोई आदेश कभी पारित नहीं किया। यदि याची बिना किसी पूर्व सूचना, प्रार्थना पत्र या अनुमति के अपना अवकाश स्वीकृत हुए बिना निरन्तर अनुपस्थित रहा तो उसके उस अनुपस्थिति के लिए बैंक की आचार-संहिता के अनुसार विभागीय/कार्यवाही/जांच अथवा अन्य अनुमन्य प्रक्रिया द्वारा याची की सेवाएं समाप्त करने का आदेश दिया जा सकता था किन्तु स्वीकृत रूप में बैंक द्वारा ऐसा कोई आदेश नहीं दिया गया न कोई विभागीय कार्यवाही की गई। चूंकि किसी पूर्व सूचना या प्रार्थना पत्र या अवकाश के याची अनुपस्थित रहा ऐसी स्थिति में उसी आधार पर बैंक ने उसे कथित रूप से उपस्थित होने या प्रार्थना पत्र भेजने के लिए विभिन्न पत्र भेजे जो बिना प्राप्त हुए वापिस आ गए थे अतः उसी आधार पर बैंक ने याची की सेवाओं को स्वेच्छा से समाप्त की गई मान लिया जिसके लिए कोई नियम नहीं था। निस्संदेह स्वेच्छा सेवा निवृत्त मानने का प्रावधान बाइपास टाइट सैटलमेंट 1989 के अंतर्गत है किन्तु स्वीकृत रूप से रिजर्व बैंक ऑफ इण्डिया के कर्मचारियों पर

उक्त बाइपास टाइट सैटलमेंट के प्रावधान लागू नहीं होते हैं। बैंक के साक्षी श्री एम. आर. गर्ग ने अपने प्रतिपक्षीयता में स्वीकार किया है कि याची/श्रमिक के मामले में 'रिजर्व बैंक ऑफ इण्डिया स्टाफ रेगुलेशन 1948' लागू होता है। यह उल्लेखनीय है कि याची की सेवाएं उक्त स्टाफ रेगुलेशन 1948 के अंतर्गत समाप्त नहीं की गई। किसी भी कर्मचारी की सेवाएं उसकी सेवा शर्तों से संबंधित नियमों के आधार पर ही समाप्त की जा सकती हैं। नियमों के विपरीत कोई भी प्रबंधतंत्र अपने किसी भी कर्मचारी की सेवा इस प्रकार से स्वतः समाप्त हुई अथवा स्वेच्छा समाप्त की गई नहीं मान सकता है। चूंकि प्रस्तुत प्रकरण में याची/श्रमिक श्री अमर सिंह मेहरा ने अपना कोई त्याग पत्र नहीं दिया था तथा उसकी सेवाएं किसी जांच कार्यवाही अथवा नियमों के अनुपालन में समाप्त नहीं की गई, अपितु बिना किसी प्रावधान के मनमाने ढंग से प्रबंधतंत्र ने उसकी अनुपस्थिति मात्र के आधार पर उसकी सेवाएं स्वतः समाप्त या स्वेच्छा या समाप्त मान ली गई हैं जिसे कदापि न्यायोचित/बंध या युक्तिसंगत नहीं कहा जा सकता है। इस प्रकार के आदेश का कानून की दृष्टि में कोई महत्व नहीं है और वह निरस्त होने योग्य है।

17. चूंकि पूर्वीय कथनानुसार याची की सेवाएं अनियमित एवं मनमाने ढंग से समाप्त मानी गई थी, अतः उक्त आदेश की न्यायालय द्वारा पुष्टि नहीं की जा सकती है। उक्त आदेश निरस्त होने पर प्रश्न यह बनता है कि याची किस प्रकार का अनुताप/लाभ पाने का अधिकारी है। याची ने अपने शपथ-पत्र में कहा है कि 19-6-78 से बीमार हो जाने के कारण वह बैंक में अपनी ड्यूटी पर नहीं जा सका उसके प्रार्थना पत्र देने पर बैंक ने प्रार्थना पत्र को स्वीकार करते हुए उसे अपने मानसिक रोग का इलाज कराने की सलाह दी थी। याची ने यह भी स्वीकार किया है कि बैंक ने अपने आदेश दिनांक 26-6-78 द्वारा याची को दिनांक 19-6-78 से 9-9-78 तक असाधारण अवकाश स्वीकृत किया था। यहां पर यह उल्लेखनीय है कि असाधारण अवकाश उसी दशा में स्वीकृत किया जाता है। जबकि कर्मचारी को अन्य कोई अवकाश अनुमन्य नहीं रहता है। बैंक की ओर से यह बात स्पष्ट रूप से कही गई है कि याची ने बैंक में कुल केवल 40 दिन तक ही कार्य किया था ऐसी दशा में उसे किसी प्रकार का कोई अवकाश अनुमन्य नहीं था, उसे केवल अधिकतम 7 दिन का आकस्मिक अवकाश अथवा वैकल्पिक रूप से यदि उस पर स्थाई कर्मचारी का नियम लागू किया जाए तो 4 दिन का साधारण अवकाश व 2 दिन का चिकित्सीय अवकाश अनुमन्य था। जबकि याची की कुल अनुपस्थिति पहले ही इससे काफी अधिक हो चुकी थी, अतः उसे अन्य अवकाश न देकर असाधारण अवकाश दिया गया। याची ने अपने अधिकथन में यह बात कही है कि उसने 10-9-79 से मई, 1997 तक लगभग हर महीने डाक द्वारा बैंक में ड्यूटी करने हेतु पत्र भेजा और बैंक में भी उपस्थित हुआ, किन्तु बैंक ने उसको ड्यूटी करने का अवसर नहीं दिया। इस संदर्भ में उसने अपने कुछ प्रार्थना पत्रों की प्रतियां भी प्रस्तुत की हैं जिसकी सत्यता से प्रबंधतंत्र ने इंकार किया है याची ने उन्हें प्रमाणित करने हेतु कोई साक्ष्य प्रस्तुत नहीं किया है। इस संदर्भ में याची ने प्रबंध तंत्र के साक्ष्य एम. डब्ल्यू. 1 श्री एम. आर. गर्ग से जिरह में भी कुछ नहीं पूछा। बैंक ने इतना अवश्य स्वीकार किया है कि बैंक में दिनांक 25-11-80 को याची द्वारा कथित रूप में प्रेषित किया गया पत्र दिनांकित 21-11-80 को प्राप्त हुआ था, जिसमें यह कहा गया था कि वह 18-6-78 को बीमार हो गया था, चूंकि उसके माता-पिता अशिक्षित हैं और वह गम्भीर रूप से बीमार था इसलिए वह अवकाश का कोई प्रार्थना पत्र नहीं भेज सका। अब यह गम्भीर बीमारी से स्वस्थ हो गया है, अतः चिकित्सा प्रमाण पत्र के आधार पर उसकी पुनः नियुक्ति, भिक्का

नोट परीक्षक के पद पर कर दी जाए। इस पत्र की एक प्रतिलिपि बैंक के जवाब में बैंक के साथ संलग्न है। इस पत्र के जवाब में बैंक के पत्र दिनांक 24-2-81 द्वारा यह उत्तर दिया गया था कि उसकी सेवा में पुनः नियुक्त करना सम्भव नहीं पाया गया है। बैंक द्वारा यह भी कहा गया है कि उक्त पत्र निर्णय के बाद याची ने एक पत्र द्वारा नियमानुसार अपने सभी बकायों के भुगतान की प्रार्थना किया था उसके आधार पर याची को उसके समस्त बकाया देयों का भुगतान कर दिया गया था। बैंक द्वारा यह भी कहा गया कि लगभग 13 वर्षों के पश्चात् एकाएक याची द्वारा भेजा गया पत्र दिनांक 10-6-97 बैंक के केन्द्रीय कार्यालय में दिनांक 8-7-97 को प्राप्त हुआ था और उस प्रार्थना पत्र के साथ याची ने 'मनोचिकित्सा केन्द्र', जयपुर के अधीक्षक को मोहर लगा हुआ चिकित्सा प्रमाण दिनांक 7-6-97 भी संलग्नक था। उक्त चिकित्सा प्रमाण पत्र में यह लिखा था कि याची 19-6-78 से 7-6-97 तक वाह्य रोगी के रूप में चिकित्साधीन रहा और अब वह मानसिक रूप से बिल्कुल ठीक है।

18. यह उल्लेखनीय है कि याची ने इस न्यायालय के समक्ष अपनी मानसिक रूप से स्वस्थ होने के सम्बन्ध में किसी प्रकार का कोई चिकित्सा प्रमाण पत्र प्रस्तुत नहीं किया है। किन्तु उसके कथनानुसार उसने 10-7-79 को पूर्ण रूप से स्वस्थ होकर चिकित्सा प्रमाण पत्र और फिटनेस प्रमाण पत्र सहित बैंक में ड्यूटी हेतु प्रस्तुत हुआ तो बैंक में उसे कहा गया कि वह अपना प्रार्थना पत्र चिकित्सा प्रमाण पत्र/फिटनेस प्रमाण पत्र के साथ बैंक के डाक प्राप्ति काउन्टर पर दे जाय। बैंक इस प्रार्थना पत्र को ड्यूटी करने की आज्ञा देने के आदेश हेतु केन्द्रीय कार्यालय मुम्बई भेजेगा। वहाँ से आदेश प्राप्त होने के बाद बैंक द्वारा उसे सूचित किया जायेगा। बैंक ने याची के इस कथन से इन्कार किया है, याची ने अपने इस कथन की पुष्टि में कोई साक्ष्य प्रस्तुत नहीं किया है अतः याची को यह बात स्वीकार नहीं की जा सकती है। बैंक ने यह कहा है कि याची ने 21-11-80 को स्वस्थ होकर ड्यूटी करने व अपने पद पर पुनः नियुक्ति हेतु एक प्रार्थना पत्र दिया था जो कि बैंक में 25-11-80 को निरस्त कर दिया गया था। क्योंकि सेवा में उसकी पुनःनियुक्ति करना संभव नहीं था और उसकी सूचना भी याची को भेज दी गई थी। किन्तु याची ने बैंक क उस कथन से इन्कार किया है ऐसी स्थिति में याची को 21-11-80 से स्वस्थ होना नहीं माना जा सकता है। बैंक ने यह बात अवश्य स्वीकार की है कि लगभग 18 वर्षों के पश्चात् याची द्वारा भेजा गया प्रार्थना पत्र दिनांकित 10-6-97, बैंक के केन्द्रीय कार्यालय में दिनांक 8-7-97 को प्राप्त हुआ था और उस प्रार्थना पत्र के साथ 'मनोचिकित्सा केन्द्र, जयपुर का कथित चिकित्सा प्रमाण दिनांक 7-6-97 भी संलग्न था' उस चिकित्सा प्रमाण पत्र में यह लिखा था कि याची '19-6-78 से 7-6-97 तक उक्त चिकित्सा केन्द्र जयपुर का वाह्य रोगी के रूप में चिकित्सा करा रहा था और अब वह मानसिक रूप से बिल्कुल ठीक है।' यद्यपि याची की ओर से अपने मानसिक चिकित्सा के सम्बन्ध में न तो कोई चिकित्सा प्रमाण पत्र और न ही कोई फिटनेस प्रमाण पत्र इस न्यायालय में प्रस्तुत किया गया है किन्तु, चूंकि बैंक ने इस तथ्य को स्वीकार किया है और चिकित्सा प्रमाण पत्र को भी स्वीकार किया जो मनोरोग चिकित्सा केन्द्र जयपुर के अधीक्षक द्वारा निर्गत किया गया था और जिसमें यह उल्लेख था कि याची दिनांक 19-6-78 से दिनांक 7-6-97 तक चिकित्सा अधीन रहा और अब वह मानसिक रूप से बिल्कुल ठीक है। अतः इन स्वीकृत तथ्यों के आधार पर मैं इस निष्कर्ष पर पहुँचता हूँ कि यह तथ्य पूर्णतया सिद्ध है कि याची दिनांक 19-6-78 से मानसिक रूप से बीमार हो जाने के कारण अनुपस्थित रहा हो और लगभग 19 वर्षों तक वह अनुपस्थित रह कर मनोरोग की

चिकित्सा कराता रहा। चूंकि यह मानसिक रूप से पीड़ित था जो उसके बस की बात नहीं थी ऐसी स्थिति में वह उक्त अवधि में अपनी ड्यूटी पर उपस्थित होने में असमर्थ रहा उसमें उसका कोई दोष नहीं था। चूंकि याची की सेवाएं न तो बैंक द्वारा नियमानुसार समाप्त की गई थी और न याची ने कोई त्याग पत्र ही दिया था ऐसी स्थिति में बैंक द्वारा उसकी स्थैच्छिक सेवा समाप्त नहीं मानी जा सकती थी। यदि बैंक द्वारा उसे परीक्षा अवधि के भीतर बिना सूचना के अनुपस्थिति के आधार पर उसे नौकरी से टर्मिनेट (सेवा समाप्त) किया गया होता या किसी विभाग या कार्यवाही के उपरान्त उसे दोगी मानकर नौकरी से निकाला गया होता तो मामले की स्थिति भिन्न होती किन्तु बिना किसी प्रावधान के मनमानी ढंग से उसकी स्वेच्छा सेवा नियुक्ति नहीं मानी जा सकती थी। मानसिक रूप से पूर्णतया स्वस्थ होने के पश्चात् यदि याची ने बैंक में अपने चिकित्सा प्रमाण पत्र के साथ ड्यूटी पर उपस्थित होने का प्रार्थना किया तो उसे ड्यूटी करने की अनुमति न देने का कोई औचित्य नहीं था। उक्त अनुपस्थिति की अवधि को विशेष परिस्थितियों में असाधारण अवकाश के रूप में परिवर्तित किया जा सकता था और तदनुसार तत्पश्चात् याची को क्रम से कम दिनांक 8-7-97 को बैंक में उसका प्रार्थना पत्र प्राप्त होने के समय से उसको अपने मूल पद पर कार्य करने की अनुमति देना न्यायसंगत था। जिसे न करके बैंक पञ्चम तंत्र ने वैधानिक मूल एवं अनियमितता किया है तथा अपने अधिकारों का सम्यक् प्रयोग नहीं किया। मेरे विचार में याची की दिनांक 19-7-78 से दिनांक 8-7-97 तक की अनुपस्थिति को बिना घेतन किसी अन्य प्रकार के लाभ के असाधारण अवकाश के रूप में स्वीकार किया जाना चाहिए था तथा याची को अपने मूल पद व मूल पद पर अनुमत्य घेतन पर कार्य करने की अनुमति दी जाना चाहिए थी। ऐसा ना करके बैंक ने अवैधानिकता किया है जो कदापि न्यायसंगत नहीं है। इतना अवश्य है कि उक्त लगभग 19 वर्षों की अर्थात् दिनांक 19-6-78 से 7-7-97 तक की उसकी अनुपस्थिति को जिसे असाधारण अवकाश स्वीकार किया जाएगा, जो याची के किसी प्रकार की सेवा सम्बन्धी लाभ के लिए अर्थात् घेतन वृद्धि, पदोन्नति, पेन्शन आदि के लिए जोड़ा नहीं जाना चाहिए।

19. उपर्युक्त विवेचन के आधार पर मैं इस निष्कर्ष पर पहुँचता हूँ कि जिसमें बैंक के पञ्चम तंत्र द्वारा याची अमर गिंद मेहरा, द्वितीय श्रेणी लिपिक, की सेवाएं दिनांक 9-9-78 से स्वेच्छा समाप्ति काल के आदेश न्यायसंगत वैध एवं युक्तियुक्त नहीं है व निरस्त होना योग्य है। अतः उसे एतद्द्वारा निरस्त किया जाता है दिनांक 19-6-78 से दिनांक 7-7-97 तक की उसकी अनुपस्थिति को, मनोरोग से उसके पीड़ित होने के कारण, विशेष परिस्थितियों में, असाधारण अवकाश के रूप में परिवर्तित किया जायगा उक्त अनुपस्थिति की अवधि का किसी प्रकार का सेवा सम्बन्धी लाभ जैसे घेतनवृद्धि, पदोन्नति, पेन्शन आदि अनुमत्य लाभ के लिए नहीं गिना जायगा। याची को उसके मूल पद व उस पर अनुमानित घेतन पर पुनः स्थापित करके उसे सेवा करने का अवसर प्रदान किया जाय दिनांक 8-7-97 से सेवा में पुनः स्थापित होने के दिनांक तक का घेतन भी उसे उसके मूल घेतन के अनुसार देय होगा। तदनुसार यह संदर्भ निर्मित किया जाता है। इस मुकदमे में आ-अपना वाद व्यय पक्षवार स्वतः वहन करेंगे बैंक द्वारा इस निर्णय का आदेश का पालन करने के लिए इस एवार्ड के पब्लिकेशन के दिनांक से तीन माह का समय दिया जाता है।

दिनांक 30-07-2002

वद्री निवास पाण्डेय, पीटामर्तन अधिकारी

नई दिल्ली, 1 अगस्त, 2002

का. आ. 2723—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, मुम्बई के पर्यवेक्षण के अन्तर्गत नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी. 2/26/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-2002 को प्राप्त हुआ था।

[ सं. मल-41012/274/99-आई.आर. (बी-1) ]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st August, 2002

**S. O. 2723.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/26/2000) of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Western Railway Mumbai and their workman, which was received by the Central Government on 31-7-2002.

[No L-41012/274/99-I.R. (B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NO. II, MUMBAI

PRESENT:

S. N. Saundankar, Presiding Officer

Reference No. CGIT-2/26 of 2000

**Employers in Relation to the Management of  
Western Railway, Mumbai**

The Chief Workshop Manager,  
Western Railway,  
Carriage Workshop,  
N M Joshi Marg,  
Lower Parel,  
Mumbai 400013

AND

**THEIR WORKMEN**

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
1st Floor, R K Vaidya Marg,  
Nr Plaza Cinema, Chhapra Building,  
Dadar (West)  
Mumbai—400028

**APPEARANCES.**

For the Employer

M/s D. Fernandes, Adv.  
holding for Mr. Suresh  
Kumar

For the Workmen

Mr. M.B. Anchan,  
Advocate

Mumbai dated 18th July,  
2002.

#### AWARD PART-I

The Government of India, Ministry of Labour, by its Order No. L-41012/274/99/TR(B-I), dated, 17-02-2000, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication

“Whether the action of the management of Western Railway in terminating the services of Shri Shiv Singh, Bungalow Peon w.c.f. 14-11-97 is legal and justified? If not to what relief the workman is entitled to?”

2. Workman, Singh was employed in Western Railway, Mumbai as peon. In the year 1997 he was working as peon at the Bungalow of the Chief Works Manager, Western Railway Carriage Workshop, Lower Parel, Mumbai. Union vide Statement of Claim (Exhibit-6) contended that workman had received telegram on 5-5-97 mentioning his mother was seriously ill at his native place, therefore, with that telegram, workman met Chief Workshop Manager and requested for Earned Leave and that he gave an application dtd. 9-5-1997 for leave for 12 days from 10-5-97 to 21-5-97 and that on the advise of the Chief Works Manager he handed over that leave application to the Office Superintendent (G) and on getting the assurance that leave will be sanctioned, he went to his native place. It is contended by the union that on availing the leave, workman attended the office where Office Superintendent (G) marked his presence in the muster roll from 22-5-97 and accordingly he went to his work place at Bungalow, but he was not allowed to work. It is further the contention of union that workman was reporting to the work place, but was not given work and that he was given chargesheet dtd. 28-6-97 alleging his unauthorised absence from duty. It is contended by the union that the management appointed Inquiry Officer for the inquiry of the said charges by the letter dtd. 9-7-97 but the chargesheet being illegal, the union issued strike notice to the management dtd. 11-7-97, and that on receipt of the strike notice, it is contended, management allowed the workman to resume duty from 11-8-97. However, it is contended though, the dispute was settled and workman was taken on duty from 11-8-97, management proceeded with the inquiry wherein he was found guilty and on the basis of the inquiry report, Disciplinary Authority dismissed the workman from the service from 14-11-97, against which workman preferred an appeal, however that was turned down on 12-12-97. It is contended that union raised dispute with the R.L.C. but in vain. It is contended that General Manager is the appointing authority of workman and therefore it alone can dismiss the workman. However, Disciplinary action was taken by the Assistant Works Manager who is lower authority to the General Manager and therefore, the inquiry was improper. It is contended that Inquiry Officer is Higher Authority to the Works Manager and therefore appointment of the Inquiry Officer by the Assistant Works Manager and the inquiry held by him, is not proper. It is contended that workman was not given copies of the relevant documents, and that the inquiry was not properly held and further copy of the inquiry report was not given

to the workman thereby Principles of Natural Justice have not been followed and that the findings are perverse. For all these reasons union contended that inquiry vitiates and the findings are perverse.

3 Management, Western Railway resisted the claim of union by filing Written Statement (Exhibit-8) contending that railway is not an 'industry' under Section 2(j) of the Industrial Disputes Act and that Singh is not a 'workman' under Section 2(s) of the Industrial Disputes Act, consequently reference is not maintainable. It is further contended that workman did not report to work, therefore, inquiry was held on his absence from duty. It is contended that as per schedule of power, Assistant Works Manager and APO is competent to appoint Class-IV employee and to remove him. It is contended, inquiry officer properly held the inquiry and that relying on the findings Disciplinary Authority removed the workman is contended inquiry being fair and proper does not call for interference and for all these reasons, management prayed to reject the claim of union.

4 By way of rejoinder (Exhibit-10) union reiterated the contentions in the statement of claim and denied the averments in the Written Statement.

5 On the basis of the pleadings issues were framed at Exhibit-11. In that context workman Singh filed affidavit in lieu of Examination-in-Chief (Exhibit-16) and the union closed evidence vide (Exhibit-17). Inquiry Officer, Ex-Works Manager Mr. Verma filed affidavit in lieu of Examination-in-Chief (Exhibit-18) and the management closed its evidence vide purshis (Exhibit-20).

6. Union filed Written Submissions (Exhibit-21) and the management (Exhibit-22) with list of rulings (Exhibit-23). On perusing the record as a whole and the written submissions and hearing the counsels for both sides I record my findings on the following preliminary issues for the reasons mentioned below :

	Issues	Findings
1	Whether the Western Railway is an Industry?	Yes.
2	Whether Shri Shiv Singh is a workman under Section 2(s) of the Industrial Disputes Act?	Yes.
3	Whether the domestic inquiry conducted against the workman was as per the Principles of Natural Justice?	No
4	Whether the findings of the inquiry officer are perverse?	Does not survive

#### REASONS :

7. At the threshold, the Learned Counsel Ms. Fernandes holding for counsel for management Railway Shri Suresh Kumar submits that, workman Singh a Bungalow peon in the railway department whose services governed under Article 309 of the Constitution of India, is not a workman under Section 2(s) of the Industrial Disputes Act and further submitted that railway service is a welfare measure and not for profit motive, therefore it is not an industry inviting attention of this Tribunal to the

rulings cited at Exhibit-23. On the other hand, the Learned Counsel Mr. Anchan strongly contended that in catena of cases it is held that railway is an industry and that its employees are workmen. In view of the recent rulings there is no need to go in deep on the issues. Their Lordships of the Supreme Court in L. Robert D'Souza Vs. Executive Engineer South Railway and Anr. 1982 1 LLJ pg. 330 clearly pointed out that railway is an 'industry'. The same view has been taken by the lordship of the Bombay High Court in Writ Petition No. 1751 of 1999 dtd. 11-10-2001 while deciding the application filed against railway department under Section 33C (2) of the Industrial Disputes Act holding the Labour Court has jurisdiction to decide such an application as Section 15 of the Administrative Tribunals Act oust the jurisdiction of the Civil Court and confer the same on the Tribunal. In CST Mumbai Vs. Ranjan Kumar Mohalik 2000 III CLR pg. 117, His Lordship of Bombay High Court, clearly observed the maintainability of the reference of the workman against the railway. It is therefore apparent that Singh is a workman under Section 2(s) of the Industrial Disputes Act, and that the railway is an industry under section 2(j) of the Industrial Disputes Act. Consequently Issue No. 1 & 2 are answered in the affirmative.

8. Admittedly domestic inquiry was held by the management railway, against the workman Singh. According to the workman inquiry was not fair and proper and that the findings recorded by the inquiry officer are perverse. He stated that he was not given copies of the documents i.e. office note of the Office Superintendent dtd. 16-6-97, Muster roll and the duty list, thereby he could not get opportunity to defend his case. Inquiry officer Mr. Verma in his cross-examination, para 20 stated copy of duty list and duty roster were not given as not concerning to the charges framed. On perusal of the inquiry proceedings (Exhibit-14) it is seen charge was concerning about the absence of workman from duty, therefore, hardly can be said that copies of the documents as above were not concerned. According to Mr. Verma copy of muster roll was given, which workman denied. Nothing to show that said copy was actually given to the workman. It is significant to note that according to Mr. Verma there was no Presenting Officer and that he had put questions No. 18-43 to Management Witness, pg. 27 to 30 (Exhibit-14). On perusal of the proceedings referred to above, show the questions put by inquiry officer as if, he was representing the management, though the inquiry officer has to be neutral/impartial. True it is, non-supply of copies of documents itself is no ground to hold inquiry improper. Only non-supply of material and relevant documents when demanded, may cause prejudice. In the case in hand, charge against the workman was absence from duty, therefore the documents as prayed had bearing on the issue, consequently were relevant, therefore non-supply of the copies of relevant documents, is violation of Principles of Natural Justice and fair play. Their Lordships of Bombay High Court in C.S.T. Mumbai Vs. Ranjan Kumar Mohalik 2000 III CLR 117 observed :

"When relevant material was considered without making the same available to the workman there would be infraction of the Principles of Natural Justice and fair play."

9. It is significant to note that according to Inquiry Officer Mr. Verma, imputation of "charge" Annexure, pg. 79 (EX-14) of which inquiry he made and that according to him inquiry which he made, is fair and proper, is unsigned. The fact that Mr. Verma inquiry officer, asked questions to management witness, as there was no presenting officer and no copies of the relevant documents were given and that the imputation of charge was unsigned, go to show that inquiry was not at all proper.

10. Rules of Natural Justice are embodied rules. The domestic inquiry has to be conducted as per the Principles of Natural Justice. No tailor made procedure is laid down. While considering the aspect whether Principles of Natural Justice have been violated or not, is to be found out on consideration whether the procedure adopted by the appropriate authority is in accordance with law or not and whether the delinquent knew of the charges he is going to face. In short, what is required to be seen is, whether the workman knew the nature of acquisition, whether he has been given an opportunity to state his case, whether authority has acted in good faith. The reasons referred to above show that authority had not acted in good faith, consequently inquiry vitiates.

11. So far as the contention of workman that Assistant Works Manager was not competent authority to terminate his services and to make appointment of Inquiry Officer is concerned, he admits that, he was appointed by Assistant Works Manager therefore he being appointing authority can safely said to be dismissing authority. Therefore there is no substance in the above said submission of workman. The another ground taken by the workman to show that the inquiry vitiates for non-receipt of the inquiry report is concerned, in cross-examination para 17 he clearly admits that he had received the copies of inquiry proceedings and the report. Consequently on this ground and the ground referred to above hardly can be said that inquiry vitiates.

12. Since inquiry vitiates for the ground of non-supply of copies of material and relevant documents and that the imputation of charges were unsigned and that inquiry officer played also the role of Presenting Officer and thereby no proper procedure was followed, there is no need to consider the point of perversity of findings as held by His Lordship of Bombay High Court in CST Mumbai V/s. Ranjan Kumar Mohalik's case referred in para 5 of the Judgement. Issues Nos. 3 and 4 are therefore answered accordingly and hence the order.

### ORDER

The domestic inquiry conducted against the workman vitiates as it was against the Principles of Natural Justice and fair play.

Management is therefore directed to lead evidence to justify its action.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 31 जुलाई, 2002

क्र. आ. 2724.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार जी.सी.एम.सी. के प्रबंधन के संवद्ध नियोजकों और उनके कर्मकों

के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 156/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-2002 को प्राप्त हुआ था।

[ सं. एल-42011/15/90-आई.आर. (डी.यू.) ]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 31st July, 2002

S.O. 2724.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 156/90) of the Central Government Industrial Tribunal Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management, BBMB and their workman, which was received by the Central Government on 31-7-2002

[No. L-42011/15/90-I.R. (D.U.)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE SHRI S.M. GOEL, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
CHANDIGARH

Case No. I.D. 156 of 1990

General Secretary,

Nangal Bhakra Mazdoor Sangh, Quarter No. 35-G

Nangal Township, Distt-Ropar (Pb.)-140001.

Applicant

Vs.

Chief Engineer,

Bhakra Dam, Nangal Township,

Distt. Ropar (Pb.)-140001.

Respondent

### REPRESENTATIVES

For the workman Sh. R. K. Singh

For the Management : Sh. R. C. Sharda

### AWARD

Dated : 18-7-2002

The Central Government Ministry of Labour, vide Notification No. L-42011/15/90-I.R. (D.U.) dated 17th October, 1990 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of B.B.M.B. in ignoring promotion of Sh. Jai Kishan T. No. 326-M, Bhagat Ram T. No. 324-M, Roshan Lal T. No. 328-N, Amar Singh T. No. 45-B, Narain Singh T. No. 293-M and Sh. Tara Singh, Chargeman Misc., to the post of Chargeman Special Grade-II w.e.f. 1-12-82 is justified? If not, what relief the workmen concerned are entitled to and from what date?"

2. In this case the party to the dispute is General Secretary Nangal Bhakra Mazdoor Sangh and Claim Statement has not been filed by the Union or the General Secretary of the said Union. The claim statement has been filed by the petitioners through their representative, in



which it has been stated that the petitioners mentioned in the reference order have been ignored by the management for the promotion to the post of chargeman special grade II w.e.f. 1-12-1982 and although the seniority of all the divisions are maintained in pool but by according promotions in mechanical circle, the employees similarly situated in Bhakra Dam Circle were ignored from promotions and thus the management had indulged in unfair practices. Thus the workmen demanded that they be promoted w.e.f. 1-12-1982 as chargeman special grade II with all attendant benefits.

3. In this case the written statement was filed under the signatures of personnel officer and the party to the dispute i.e. Chief Engineer, Bhakra Dam, Nangal which can not be considered as written statement on behalf of the management but for the sake of merit, the stand of management in this written statement is that the chargeman Misc. and chargeman special grade II were given the pay scale of Rs. 400-660 (Pre revised) from the scale of Rs. 120-250 and 140-300 and in view of the identical pay scale of chargeman special grade II and chargeman misc. there was a proposal of changing the designation of chargeman misc. to chargeman special grade II but later on the pay scale of chargeman special grade II was revised to 450-800 w.e.f. 1978 and the pay scale of chargeman misc. remained Rs. 400-660 and to change the designation was a proposal only which was not materialised and promotion could not be made in pool. Thus the management has prayed that there is no merit in the reference and the same deserves dismissal.

4. Replication has also been filed by the petitioners and not the union reiterating the claim made in the claim petition.

5. In evidence, none of the petitioner came forward for appearing as witness and the rep. of the workman tendered documents Ex. W1 to W6. The management produced Shri M.R. Bedi who filed his affidavit Ex. M1 who deposed that seniority at Bhakra Dam is maintained in two groups and the persons mentioned in the reference are from the two different groups.

6. I have heard the representatives of the parties and have gone through the evidence on record. The rep. of the management has argued that none of the applicant has proved his case thus the applicants have no right to maintain the present reference. He has cited the case of V.K. Raj Industries Vs. Labour Court and Others reported in Vol. 59 Factory Journal Reports page 304 in which it has been held by the Hon'ble Allahabad High Court that if the workman fails to produce evidence the dispute referred to can not be answered in his favour. The rep. of the workman has also drawn my attention to the order dated 3-9-1999 in which it has been directed by this Tribunal that written statement should be filed by the party to the dispute and not by any other person and the same was rejected by this Tribunal. But the management has not filed the written statement despite the above order. So the written statement of the management can not be considered in this case. It is also the case of the management that claim statement has also not been filed by the party to the dispute. Thus the same also can not be considered.

7. On the merits also, these persons belong to two different groups and the pay scale of chargeman special grade II was revised w.e.f. 1978 to Rs. 450-800 whereas the chargeman misc. scale was Rs. 400-660. It was only a proposal to merge the two posts of chargeman misc. and chargeman special grade II which did not materialise and not finalised. Thus the workmen can not claim the pay scale on the basis of proposal of merging the two scale into one. On merits also the stand of the applicant is not proved. Thus I find no merit in the present reference and the same is answered against the workmen. The reference is answered accordingly. Central Government be informed.

Chandigarh.

18-7-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 2 अगस्त, 2002

का. आ. 2725.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एफ. रेलवे, (एस एन्ड टी) वर्कशॉप, गुवाहाटी के प्रबंधन के संबद्ध नियोक्तों और उनके कामकाज के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण गुवाहाटी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-8-2002 को प्राप्त हुआ था।

[सं. एल-41011/16/2001-आइ.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd August, 2002

S.O. 2725.—In pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Guwahati, Assam, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management N. F. Railway, (S & T) workshop, Guwahati and their workman, which was received by the Central Government on 1-8-2002.

[No L-41011/16/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

REFERENCE NO. 13(C) OF 2001

Present

SHRI H. A. HAZARIKA, L.L.B.,

Presiding Officer

Industrial Tribunal, Guwahati

In the matter of an Industrial Dispute between .

The Management of  
S & T workshop, Guwahati,  
N.F. Railway

Vs

Their workman Shri Iresh Bhattacharjee

Date of Award, 1-7-2002

#### AWARD

The above cited Industrial Dispute is registered on the basis of Order No. L-41011/16/2001/IR(B-1)

dt. 3-9-2001 passed by Government of India, Ministry of Labour to adjudicate the dispute between the above parties on the basis of following issue :

“Whether the action of the management of N.F. Railways (S & T) (Workshop) by not promoting Shri Iresh Bhattacharjee, Core-man as Grade-I in reference to the seniority w e f 1-3-93 is justified? If not what relief workman is entitled?”

As per procedure both parties appear before this tribunal and contested the issue by filing their respective written statement.

The case of the workman Iresh Bhattacharjee in brief that he being aggrieved against the promotion of Mahendra Kamati who is junior to him made this complain. He alongwith M. Kamati joined as Khalasi. Though they work in different categories but for the benefit of promotion they were club together in one gradation group. Their gradation was upgraded. He was upgraded from Grade III Artician and also seniority was fixed then he learned in 1995 that same junior were allowed the benefit of upgradation superseding him. This person was promoted by bifurcating the group without taking his option. Further the approval for bifurcation was also not obtain from the competent authority. The bifurcation was illegal.

While he learnt that injustice is done to him he made a complain before the competent authority on 5-9-95. While his appeal petition was not replied by the Asstt. Signal Telecommunication Engineer then he preferred appeal before the Chief Signal Telecommunication Engineer on 4-12-95, but did not get any reply from C.S.T.E. He was not furnished with the seniority list by the Deptt. Then he forwarded his grievances to the Director Public Grievances. While he did not get any reply and redress he approach the union and made a complain before the Labour Commissioner. The Labour Commissioner placed the matter before the conciliation board. The conciliation board forwarded their award to the Ministry of Labour, but still he is not getting any relief. He claims his appropriate place of promotion.

The case of management in brief is that the workman I. Bhattacharjee joined in the N. F. Rly. as Khalasi on 13-3-64 and then he was promoted to Grade III on 1-3-74. Then he was also promoted to Grade II on 1-1-84 and was functioning as coreman.

Mahendra Kamati was working as Tinsmith in another category. M. Kamati was appointed as Khalasi on 12-3-64. At first 7 categories such as Painter, Polisher, Grinder, Moonchi, Tinsmith, Coreman, Cupolaman were comprised in one categories. On 1-5-86 these 7 categories were divided into two categories. The 5 categories were made one categories that is Grade A and remaining were included into Group-B. The promotion were followed group wise. The workman I. Bhattacharjee was entitled to Group ‘B’ and M. K. Kamati was entitled to Group ‘B’. This bifurcation was made according to order of Chief Signal Telecommunication Engineer. The bifurcation was made according to nature of work entrusted. The nature of work of I. Bhattacharjee is different from the workman of M. Kamati. It is divided by the management that the

petitioner was deprived from promotion illegally. The management claim that the proceeding is not maintainable in law and prayed to dismiss it.

The workman examined himself as W.W. 1 and also examined Shri Aniya Kr. Ganguly as W.W. 2. The management took the full opportunity to cross-examine the witnesses of the workman and also management examined Shri H. Sarma as M.W. 1 who is also cross-examined by the learned advocate for the workman. Perused the documents in record also the evidence recorded by my own hand.

Heard the argument submitted by learned advocate Mr. K.K. Biswas for the workman and Mr. K. Sarma for the management.

The contention of the management is that at first there were 7 categories of works (1) Painter, (2) Polisher (3) Grinder (4) Moonchi, (5) Tinsmith, (6) Coreman, (7) Cupolaman. Subsequently on 1-5-86 these 7 categories were club together into two groups. The Group A was comprising of 5 categories and in Group ‘B’ two categories was included. This bifurcation done as per order of C.S.T.E. The promotion procedure was adopted according to the group. The Group was divided as per nature of works. The workman I. Bhattacharjee was in group ‘B’, whereas, M. Kamati was included in Group ‘A’. According to the nature of work M. Kamati was promoted superseding I. Bhattacharjee.

Inter alia contention of workman side is that the club together and bifurcation was made illegally without approval of competent authority. Bifurcation is done discriminating the workers as such it is prejudicial to the interest of workman concerned.

On carefully scrutiny of evidence in the record I could not understand for what benefit the bifurcation was made. I also donot find a pacific circular or direction or order of competent authority about the promulgation of bifurcation. I also donot find under what calculation the worker were allowed to work in two different Groups. I could not understand in order of what merit the worker were placed in two different groups. It is pertaining to note here that there is no evidence about obtaining option from different workers or suitability test to Judge the merit.

Admittedly the workman I. Bhattacharjee was promoted to Grade III & II prior to M. Kamati. There is no evidence that workman I. Bhattacharjee is inefficient or incompetent then M. Kamati.

Persued the written argument including the law point insurted therein.

Hence under the fact and circumstances discussed herein before I find the action of management not promoting I. Bhattacharjee to Grade I is not justified. Accordingly he is entitled to promotion and ancillary benefit of promotion. Prepare an award and sent it to the Government immediately as per procedure.

H. A. HAZARIKA, Presiding Officer

नई दिल्ली, 5 अगस्त, 2002

का. आ. 2726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओमान एअर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 21/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-8-2002 को प्राप्त हुआ था।

[ सं. एल-11012/67/2001-आई.आर. (सी-I) ]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 5th August, 2002

S.O. 2726.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2001) of the Central Government Industrial Tribunal No.I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oman Air and their workman, which was received by the Central Government on 1-8-2002.

[No. L-11012/67/2001-I.R. (C-I)]

S. S. GUPTA, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT

Shri Justice S.C. Pandey, Presiding Officer

REFERENCE NO. CGIT-21/2001

Parties : Employers in relation to the management of  
Oman Air

AND

Their Workman

#### APPEARANCES:

For the Management : Ms. Meena Doshi, Adv.

For the Workman : Workman present in person.

State : Maharashtra.

Mumbai, dated the 24th day of July, 2002

#### AWARD

This is a reference made by the Central Government in exercise of powers vested in it under Section 10(1)(d) and Section 10(2) A of the Industrial Disputes Act, 1947 (The "Act" for short). The terms of reference are as follows:

"Whether the action of the management of M/s. Oman Air in terminating the services of Ms. Sabiha

Sheikh with effect from 01-12-2000 is legal and justified? If not, to what relief is the workman concerned entitled?"

2. It is not necessary to state the facts giving rise to this reference. The parties hence filed on 23-7-2002 a memo showing that the workman, Ms. Sabiha Sheikh has been re-employed by Oman Aviation Services to (SAOG) operating as OMAN AIR. On the following terms When questioned, the workman Ms. Sabiha Sheikh who was present before the tribunal, stated that she voluntarily agreed to abide by the terms of the re-employment.

#### 3 The terms of re-employment are as follows

- (i) The Company as a gesture of goodwill and purely on humanitarian ground and pursuant to the written request of the workman agrees to re-employ the workman viz. Ms. Sabiha Sheikh
- (ii) The Company agrees to re-employ the workman in the capacity of Customer Service Agent 1st August, 2002 and treat the period from 1st December, 2000 to 31st July, 2002 as leave without payment
- (iii) In consideration of the above, the second party workman hereby forfeits all her claims for the period 1-10-1999 to 31-7-2002 including the claim for back wages, bonus, leave wages, etc. in full and final settlement other claim in the present reference.
- (iv) It is agreed that the period 1-12-2000 to 31-7-2002 shall be reckoned only for the purpose of gratuity.
- (v) The employee undertakes to discharge her duties diligently with punctuality and abide by the Company's rules, regulations and policies. The employee agrees that her re-employment shall not prevent the Company from initiating any proceedings against her should it found to have committed breach of the terms and conditions of her employment, rules, regulations and policies of the Company. The Company assures the employee that she will be treated at par with other employees of the company and in accordance with the provisions of law Company's rules, regulations and policies.
- (vi) The second party workman declares that on being re-employed effect from 1-8-2002, no claims of any nature whatsoever shall remain outstanding against the first party including the claim for reinstatement, back wages, continuity of service and all other consequential benefits.

(vii) It is hereby declared that the settlement arrived at between the parties is fair and in the interest and welfare of the workman and is binding on her. The workman shall not be entitled to make any claim or demand in future arising out of the above dispute, referred under the Industrial Disputes Act, 1947 or any other Acts, laws against the management of Oman Air and/or Oman Aviation Services Co. (SAOG)

(viii) The reference No. CGIT-1/21/2001 stands dismissed against the Company in terms of the above clauses.

(ix) No Order as to costs.

4. Accordingly, this reference is answered by saying that the dispute between the parties for which the reference was made, no longer survives. Accordingly, the reference is answered

S.C.PANDEY, Presiding Officer

नई दिल्ली, 5 अगस्त, 2002

का. आ. 2727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेवर कोर्ट, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. नं 535/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/258/94-आई.आर. (बी-1) ]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 5th August, 2002

S.O. 2727.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 535/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 2-8-2002

[No. L-12012/258/94-I.R. (B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 24th July, 2002

PRESENT

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 535/2001 (Tamil Nadu  
State Industrial Tribunal I D.No. 140/98)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Workman Sri Krithivasan and the Management of State Bank of India, Chennai. )

BETWEEN

Sri S. Krithivasan, : I Party/Workman

AND

The Chief General Manager, : II Party/ Management  
State Bank of India, Chennai

APPEARANCE :

For the Workman : M/s. Row & Reddy, Advocates

For the Management : Mr. S. Jayaraman, Advocate

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No.L-12012/258/94/IR(B-I) dated 2-12-98.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 140/98. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No.535/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 9-3-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, reply statement filed by the I Party/Workman, the other material papers on record, the documentary evidence let in on either side, on hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following

#### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of State Bank of India in terminating the services of Sri Krithivasan w.e.f. 3-6-93 is justified? If not to what relief he is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri S. Krithivasan (hereinafter refers to as Petitioner) are briefly as follows : —

The Petitioner was employed as a temporary full time Messenger in the II Party/Management, State Bank of India (hereinafter refers to as Respondent) branches at Pudupattinam, Thiruvavur, Myladuthurai from April, 1983 till 8th June, 1993 with deliberate breaks in service. He had passed X standard and his father was employed in the Respondent/Bank, who had retired from service. In the year 1983 he worked at Pudupattinam branch for 97 days and in the year 1985-86 he worked in Thiruvavur branch and in the year 1990-93, he worked in Myladuthurai branch of the Respondent/Bank for 541 days and between September, 1991 and July, 1992, the Petitioner had worked for 250 days. The Respondent/Bank and the All India State Bank of India Staff Federation entered into an agreement on 17.11.87 which was modified by another agreement on 16.7.88 for absorption of temporary employees among whom the Petitioner was one. In terms of the said agreement, there was an advertisement in all leading newspapers on 1.8.88. The Petitioner responded to the said advertisement on 16.8.88 and 12.7.89. The Petitioner called for an interview on 26.7.89 at Madurai and attended the interview. But the result of the interview was not made known to the Petitioner immediately. Even earlier in 1986, when the Petitioner was working as a temporary messenger at Thiruvavur branch, he was interviewed for absorption as he had completed more than 90 days of service. Even the fate of that interview was not made known to the Petitioner immediately. Even after, he had attended the interview in 1989, he was employed by the Respondent/Bank for 541 days in Myladuthurai branch between 1990-93. Suddenly from 8.6.93 the Petitioner was stopped without any rhyme or reason. No written order of termination was given to him. The Petitioner was even denied temporary employment. The Petitioner approached the State Bank of India Staff Union who promised to take up the matter with the bank and to the needful, since he had worked from 1983 to 1993. The Petitioner further states that he did not want to immediately rush to the conciliation officer less it should jeopardise his interest. But when nothing came out, the Petitioner written a letter dated 28.3.94 to the Respondent/Bank stating that he had worked for a number of days over a period of years and had also been called for interview twice for permanent absorption as messenger and that at Myladuthurai branch, he had completed more than 240 days during 11 calendar months. He had further stated that the provisions of Industrial Disputes Act had not been complied with and the Petitioner also happened to be son of a retired employee of the bank. The Petitioner sought redressal without taking recourse to law, as he could ill afford litigation. For the first time the Respondent/Bank in their reply dated 1.7.94

stated that even though he was interviewed for permanent absorption, he was not given job, because he had passed X standard. The Respondent/Bank knew this ever since the date of employment of the Petitioner. The Petitioner states that this clause is not applicable to the son or near relatives of the childless employee, who are otherwise not eligible for appointment in the clerical cadre as per bank's circular No. 56 dated 31.12.72 which was produced before the conciliation officer. One Sri Ramalingam, possessing X standard qualification and who was appointed as a temporary watchman at the Tiruthuraiipoondi branch has been absorbed by the Respondent/Bank. Hence, the action of the Respondent/Bank in denying permanent absorption to the Petitioner is discriminatory. This cannot be a ground to even deny him temporary employment having worked for 10 years. As per circular, employees who have completed 270 days will have to be continued in that capacity as and when vacancy arises at the concerned office. The Petitioner raised an industrial dispute on 11.4.94 under section 2A of the Industrial Disputes Act, 1947 before the Assistant Labour Commissioner (Central), Chennai. The Petitioner complained among other things about the violation of the provisions of Section 25F of Industrial Disputes Act, 1947, while terminating his service. He should have been absorbed by the bank. It was not fair or correct to have terminated his temporary employment. The Respondent/Bank sent a reply on 30.8.94. The Assistant Labour Commissioner (Central-II) held final conciliation on 1.9.94. The bank would not come to any settlement nor would they agree even to arbitration. The Assistant Labour Commissioner (Central) submitted his failure report dated 21.9.94. After submitting failure report, the matter was not referred to adjudication. The Petitioner sent a reminder on 25.2.95 to the Secretary to Government of India, Ministry of Labour followed by a further letter to the Ministry of Labour, New Delhi on 25.7.95 and there was no reply to this. Aggrieved by this, the Petitioner filed W.P. No. 15227 of 1995 for a direction to refer the matter for adjudication. The Honble High Court by its order dated 24.10.98 gave a direction to refer the matter for adjudication. The termination of his service by the Respondent/Bank on 8.6.93 is illegal and arbitrary. Failure to absorb the Petitioner is equally illegal. The Petitioner is without employment from the date of his termination. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to hold that the termination is illegal and unjustified and direct the Respondent/Bank to reinstate the Petitioner w.e.f. 8.6.93 as a permanent employee with continuity of service, back wages and all other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, State Bank of India, Local Head Office, Chennai, (hereinafter refers to as Respondent) are briefly as follows : —

The Petitioner was engaged as messenger by State Bank of India, Pudupattinam branch from 18.4.83 to 23.7.83 on various days for a total number of 97 days. The Petitioner was again engaged by State Bank of India, Thiruvavur branch for 150 days between March, 1985 and July, 1986. The Petitioner was engaged purely on temporary basis and he was engaged without verifying the eligibility criteria, suitability for appointment and not against regular sanctioned vacancies. Due exigencies of circumstances and on account of urgent needs several branches of State Bank of India throughout the country resorted to temporary engagement of temporary messengers in leave vacancies. Such temporary employees were numerous and were demanding employment. Their cause was espoused by State Bank of India Staff Federation and it was decided to enter into a settlement. The management of State Bank of India and All India State Bank of India Staff Federation which is the recognised majority Union entered into Settlement under section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Central Rules on 17.11.1987. Subsequently, on 16.7.1988 another settlement was executed. As per the above settlement all the eligible temporary employees were considered for interview and those selected in the interview were empanelled provided they satisfied the age and educational qualification. As per that requirement, the age should have been 18 to 26 at the time of initial temporary engagement. However, there was relaxation for SC, ST and Handicapped. The educational qualification for the post of messenger was that they should have passed VIII standard and they should not have passed matriculation. However, these persons who were engaged at the time of the initial engagement and have passed only VIII Standard but subsequently passed matriculation were also made eligible for interview by way of relaxation. All the candidates who were disqualified on account of age and educational qualification, as aforesaid were also called for interview, in order to ascertain about the disqualifications. Accordingly, the Petitioner herein was also interviewed on 26.7.89 at Madurai and it was found that he had passed SSLC examination held in March, 1980 prior to his initial engagement as temporary messenger and he was disqualified even at that time, when he was engaged initially on 18.4.83. Therefore, he was not included in the panel drawn by the bank which catered to the future vacancies. In that panel as many as 652 persons were empanelled and 198 persons had been offered employment. Therefore, it could be seen that the bank has drawn a separate panel and has its own regulations with regard to empanelment of employees for the purpose of absorption in the future vacancies. The Petitioner herein was not qualified even at the time of initial appointment on a temporary basis and consequently became ineligible for being empanelled. The engagement of the Petitioner in Myladuthurai branch again in 1990 was manoeuvred

by the Petitioner herein, completely violating the circular stated above. In any event, the Petitioner has not continuously worked for 240 days as per section 25(B)(2)(ii) of the Industrial Disputes Act, 1947 and consequently the claim by the Petitioner is totally unsustainable. As per codified circular No.56 dated 31.12.72 the claim of the workman who was entitled for the relaxation of the educational qualification, he being a son of the employee of the bank is not correct. It is submitted that the above contention of the Petitioner relying upon the circular dated 31.12.72 is untenable, in view of the fact that the said circular was cancelled a long time back and as such the relaxation is not available in the subsequent modified circular. As far as the Petitioner is concerned, the educational qualification is governed by the agreement entered into between the bank and All India State Bank of India Staff Federation and hence, the Petitioner was disqualified. The Petitioner has referred to his qualifications and the number of days he worked in the branches in paras 2 and 3 of the Claim Statement. The Petitioner has to prove the truth of the aforesaid allegation. The Petitioner was not selected, since he was not found eligible as per the criteria laid down by the bank in terms of the settlement dated 17.11.87. The Petitioner could not be selected for the simple reason that he has not satisfied the requirement of the norms laid down by the bank with regard to his qualification as per the settlement dated 17.11.87. Though the Petitioner was interviewed on 26.7.89, since it was found that he has passed SSLC examination held in March, 1980, he was disqualified, even when he was engaged initially in 1983. Therefore, he was not included in the panel drawn by the bank which was to cater to the future vacancies. A panel list was published for display at the zonal office at Madurai. Hence, the allegation that he was not informed about the result of the interview is also not correct. The Petitioner has to prove that he had worked for 541 days in the Myladuthurai branch of the bank between 1990 and 1993. The Petitioner could not be continued to be engaged since he had not satisfied the requirement in the sense that he had become ineligible in respect of the qualification prescribed in the norms for the post he was holding. If only the Petitioner had been continued in service, it would be violation of rules and the settlement entered into between the All India State Bank of India Staff Federation. It is only for the above mentioned reason the Petitioner was denied temporary employment thereafter. The clause relating to the qualification/over qualification is not applicable to the son or relatives childless employees, who are otherwise are not eligible for the appointment in the clerical cadre as per the bank circular dated 31.12.72 is not correct. The engagement of the Petitioner is purely temporary and he was engaged without verifying the eligibility criteria, suitability for appointment and not against regular sanctioned vacancies. The Supreme Court in AIR 1981 SC 1253 MOHANLAL

Vs. MANAGEMENT OF BHARAT ELECTRONICS has clearly indicated the method of calculation of 240 days. As per the same 12 calendar months just preceding the date of termination should be calculated. The workman worked lastly on 2nd June, 1993. Applying the same, the workman has worked only for 153 days as 21 days in July, 21 days in August, 14 days in September and 2 days in December, 1992 and 13 days in January, 22 days in February, 19 days in March, 22 days in April, 17 days in May and 2 days in June, 1993. In view of the above, the claim of the Petitioner for reinstatement in bank's service has no merit. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the petition with costs.

4. The Petitioner filed a reply statement. The averments in the reply statement are briefly as follows :—

The settlement under section 18(1) of Industrial Disputes Act, 1947 is not binding on the Petitioner, as he is not the member of the union. The then Manager of the bank Mr. M.S.Natarajan has given a certificate mentioning the number of days the Petitioner had worked between September, 1990 to June, 1993 continuously. The Petitioner was paid wages by way of bearer cheque. He used to sign the register maintained for temporary employees. The Petitioner had completed 480 days of continuous service in a period of less than 24 calendar months and as such he is deemed to have attained permanent status as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The Petitioner was entitled to the benefit of circular dated 31.12.72. It is incorrect to state that the said circular was cancelled. In the Writ Petition also the management had not filed any subsequent circular. Even assuming without admitting that the employee had completed 153 days in the last 12 months preceding the date of termination, the Petitioner had completed 120 days in a period of six months and hence, he is deemed to be under continuous service under section 25D(2) of the Industrial Disputes Act, 1947. Section 25F, G & H are independent of each other and the Petitioner's non-employment is not justified. Hence, it is prayed that this Hon'ble Tribunal may be pleased to answer the reference in favour of the workman.

5. When the matter was taken up for enquiry finally, no one has been examined on either side as a witness. 6 documents on the side of the Petitioner and 5 documents on the side of the Respondent have been marked with the consent of the learned counsel on either side as Ex. W1 to W6 and M1 to M5 respectively. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of State Bank of India in terminating the services of

Sri Krithivasan w.e.f. 3.6.93 is justified? If not to what relief he is entitled?”

Point:—

It is not disputed that the Petitioner was engaged as a messenger by State Bank of India, Pudupattinam branch initially and he had worked at Thiruvavur branch of the bank subsequently. It is the specific contention of the Respondent in their Counter Statement that the Petitioner had manoeuvred to be engaged in Myladuthurai branch in 1990, which is a complete violation of circular given by the Respondent/Management and that the circular dated 31.12.72 was cancelled long time back and as such the relaxation was not available in the subsequent modified circular. It is also admitted that the Petitioner was called for an interview on 26.7.89 and it is the contention of the Respondent/Management that the Petitioner could not be selected for the simple reason that he has not satisfied the requirement of the norms laid down by the bank with regard to his qualification as per settlement dated 17.11.87 and that though the Petitioner was interviewed on 26.7.89, since it was found that he has passed SSLC examination held in March, 1980 he was disqualified even when he was engaged initially in 1983 and therefore, he was not included in the panel drawn by the bank, which was to cater the future vacancies. Though it was contended by the Petitioner that the result of the interview was not made known to him immediately, he has not disputed the version of the Respondent/Bank in their Counter Statement that the result of interview was published for display as the panel list at the Zonal Office at Madurai. Ex. W1 is the xerox copy of the letter given by the Branch Manager of Pudupattinam branch of the Respondent/Bank to the Petitioner informing him to appear for interview on 15.4.85 at Tanjore. Ex. W2 is the xerox copy of the certificate issued by Branch Manager of Pudupattinam showing that the Petitioner had been worked in that branch as temporary substitute messenger for 97 days in 1983. Ex. W3 is the xerox copy of the letter dated 12.7.89 sent by Personnel Section of Zonal Office, Madurai of the Respondent/Bank to the Petitioner informing him to attend the interview on 26.7.89. All these things have been admitted. Though the Petitioner has attended the interview conducted by the Respondent/Bank management, he has not been selected in the interview as it is seen from the available records.

7. Ex. M4 is the xerox copy of the settlement dated 17.11.87 between the State Bank of India and All India State Bank of India Staff Federation. It has been entered into under section 2P and Section 18(1) of Industrial Disputes Act, 1947 read with rule 58 of Industrial Disputes (Central) Rules, 1957. The contention of the Petitioner in his reply statement that the alleged settlement under Section 18(1) of the Industrial Disputes Act, 1947 is not binding on him, since he is not the member of the union

cannot be accepted as correct because as it is seen from Ex.M4 the said settlement has been entered into between the workmen employed in the State Bank of India represented by All India State Bank of India Staff Federation and the State Bank of India, and in that settlement, it is clearly stated under para 11.1 that those who did not fulfil the prescribed eligibility criteria on the date of the initial appointment as a temporary employee will not be given a chance for permanent appointment in the bank service. It is the definite contention of the Respondent/Management in their Counter Statement that as per the said settlement all the eligible temporary employees were considered for interview and those selected in the interview were empanelled provided they satisfy the age and educational qualification and that the educational qualification for the post of messenger was that they should have passed VIII Standard and they should not have passed matriculation and that when the Petitioner was interviewed on 26.7.89 at Madurai it was found that he had passed SSLC examination held in March, 1980 i.e. prior to his initial engagement as temporary messenger on 18.4.83 and that he was not included in the panel drawn by the bank which cater to the future vacancies. This is not disputed as incorrect. On the other hand, it is seen that the Respondent/Management has not selected the Petitioner in the interview, since he found to be a matriculate in 1980 three years prior to his initial employment, which is against the norms prescribed as educational qualification as per the settlement under Ex.M4. Ex.M5 is the xerox copy of the another settlement dated 16.7.1988 between State Bank of India and the workmen employed in the State Bank of India represented by All India State Bank of India Staff Federation. As per this Settlement, all the eligible temporary employees were considered for interview and those selected in the interview were empanelled. Since the Petitioner found to be a matriculate in March, 1980 itself in the interview conducted on 26.7.89, which is against the norms under the settlement, he was treated as disqualified and hence, he was not included in the panel drawn by the bank which cater to the future vacancies. It cannot be said to be an incorrect or illegal action of the Respondent/Bank management. The learned counsel for the Petitioner would contend that over qualification than the prescribed educational qualification cannot be considered as a disqualification of the Petitioner for the post. In support of his contention, the learned counsel has relied upon a decision of the Supreme Court in a case reported as 2002 SCC 606 MOHAMMED RIAZUL USMAN GANI AND OTHERS Vs. DISTRICT & SESSIONS JUDGE, NAGPUR AND OTHERS. The facts of that case is that in response to an advertisement for filling up of 66 posts of peons in District & Sessions Court, Nagpur as many as 14,965 applications were received. The advisory committee constituted under recruitment rules for

recruitment to Class III and IV services in the subordinate judicial services laid four criteria for short-listing the applicants. The 4th criterion was to the effect that applications of those candidates possessing minimum educational qualification of passing 4th Vernacular standard and/or educated upto passing of 7th Standard only should be considered for interview and that those who had studied above 7th vernacular standard might not take proper interest in the work of Peon and therefore, should not be called for interview. The appellants had higher qualifications and therefore, did not satisfy the 4th criterion. The Supreme Court has held in that case that "laying of criteria when there are large number of candidates is permissible, but that criteria must be reasonable and not arbitrary having regard to the post for which recruitment is made. A criteria which has the effect of denying a candidate is to be considered for the post on the principle that he is having higher qualification than prescribed cannot be rational. However, this ruling has to be confined to the facts of the present case and should not be taken to be a rule of universal application." So, this decision of the Supreme Court cannot be made applicable to the facts of this present case, which is quite different than the facts of the present case. Further, in that decision itself, the Supreme Court has held that this ruling has to be confined to the facts of that case only and should not be taken to be a rule of universal application. On the other hand, the learned counsel for the Respondent has cited a decision of High Court of Patna in a case reported as 2002 1 LLJ 952 between HARISANKAR KUMAR AND OTHERS and STATE BANK OF INDIA AND OTHERS and between STATE BANK OF INDIA AND OTHERS and ARUN KUMAR VERMA & OTHERS. In that case, it was held by the High Court that "neither appellant nor respondents can claim any right for appointment to the post of computer operators by adopting the method other than that of settlement between Bank and federation". It is further held in that judgement that "a settlement between the Bank and the All India State Bank of India Staff Federation has got a binding nature in respect of the appointments made to the posts in the bank. This decision is quite applicable to the present facts of this case. Further, as it has been contended by the learned counsel for the Respondent/Management both the settlements under Ex. M4 and M5 have not been challenged by the Petitioner so far. Both the settlements have been entered into by All India State Bank of India Staff Federation as a representative for the workmen employed in State Bank of India and the present Petitioner also was an employee of the State Bank of India cannot come and say now, that since he is not a member of the Union/Federation, the Settlements are not binding on him. To that extent, he has not obtained any order in his favour, while challenging those settlements before the proper forum



8. It is the specific averment in the Counter Statement of the Respondent/Management that the Petitioner had employed only for 97 days and that he was engaged in Myladuthurai branch again in 1990 is a manoeuvred one which is completely violating the circular of the Respondent/Bank Management under Ex W4. This has not been disputed by the Petitioner. Further, Petitioner has failed to establish the fact that he had worked for 240 days during the 12 months immediately preceding his non-employment. Even, as per the particulars given by the Petitioner, he had worked for only 175 days and he has not crossed 240 days. It is the specific averment in the Respondent's Counter Statement that the Petitioner is put to strict proof of his averment in the Claim Statement that he had worked for 541 days in Myladuthurai branch of the bank between 1990 and 1993. Though a xerox copy of the document dated 10.11.92 said to be a certificate issued by Chief Manager of Myladuthurai branch in favour of the Petitioner, the same has not been proved by the Petitioner with acceptable, legal, supportive oral or documentary evidence. The learned counsel for the Respondent/Management would further argue that as per the decision of the Supreme Court reported as 2002 ILLJ 1053 between RANGE FORESET OFFICER Vs S T. HADIMANI, the Petitioner had to lead evidence to show that he had worked for 240 days in preceding year which the Petitioner has not proved in this case. In the above cited case, the Hon'ble Supreme Court has held that "the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the Respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to re-evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to a conclusion that a workman had in fact worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman." Here in this case, the Petitioner though produced a xerox copy of the as the certificate issued by the Chief Manager of Myladuthurai branch as stated earlier it has not been proved. Further as observed by the Hon'ble Supreme Court in the above cited decision, for this Tribunal to come to the conclusion, that the Petitioner had worked for 240 days in a year, no proof of receipt of salary or wages for 240 days or order or record of appointment has been produced by the workman. The above decision is quite applicable to the facts of this case. Hence, as it is stated by the learned counsel for the Respondent/Management, the decisions relied upon by the learned counsel for the Petitioner are not quite applicable to this case.

9. It is further argued by the learned counsel for the Petitioner that the Petitioner in his reply statement had stated that even without assuming that the employee had completed 153 days in the last 12 months preceding the date of termination, the Petitioner had completed 120 days in a period of six months and hence, he is deemed to be under continuous service under section 25(b)(2)(ii) of the Industrial Disputes Act, 1947 and the Supreme Court has held that the employee is entitled to claim benefit under section 25H even if he has not completed 240 days of continuous service in 12 months and if there is a break-in-service of the Petitioner, the Petitioner is not at fault and the Petitioner may empanelled for future vacancies. The learned counsel for the Respondent/Management would contend that a specific procedure has been followed by the Respondent/Management, for empanelling such temporary casual employees and the Petitioner does not come under the prescribed norms for the same and further the settlements under Ex.M4 and M5 remain unchallenged and in the absence of the Petitioner's proving his averment that he had worked for 240 days in the preceding 12 months or 120 days in the preceding six months, he cannot ask for any relief and he is found to be ineligible when he appeared for interviews before the Respondent/Management for the applied post. Hence, the Petitioner is not eligible to have any relief under this dispute. A perusal of the records and the materials available in this case, and in view of the decisions in the judgements quoted by the learned counsel for the Respondent/Management, it is seen that the arguments advanced by the learned counsel for the Respondent/Management can be accepted as valid and correct. Under such circumstances, it can be held that the action of the management of State Bank of India in terminating the services of Sri S. Krithivasan w.e.f. 3.6.93 is justified and the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the concerned workman Sri S. Krithivasan is not entitled for any relief.

No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th July, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side . None

Exhibits marked.—

Ex.No.	Date	Description
(1)	(2)	(3)
W1	14-05-85	Xerox copy of the interview call letter sent to the Petitioner.

(1)	(2)	(3)
W2	06-06-88	Xerox copy of the certificate issued by Respondent Bank to the petitioner for having worked as Temporary substitute messenger for 97 days.
W3	12-07-89	Xerox copy of the interview call letter sent by Personnel Officer, Zonal Office to Petitioner.
W4	24-04-91	Xerox copy of the staff circular issued by Head Office of Respondent/Bank to all branches.
W5	01-07-94	Xerox copy of the letter of Assistant General Manager (P). State Bank of India to the Petitioner against his representation.
W6	24-10-98	Xerox copy of the order of High Court of Madras Dated 24.10.98 in W.P. No 15227 of 1995.

For the II Party/Management :—

Ex.No.	Date	Description
M 1 series	Nov. 1990 Nov. 91 to Oct. 92 Jan. 93 to Apr. 93 June. 93 to July.93	Extract of Establishment charges register.
M2 series	1990 to 1993	Extract of attendance register in respect of the Petitioner.
M3 series	1992& 1993	Extract of Respondent/Bank's cheque account Register.
M4	17-11-87	Xerox copy of the settlement between State Bank of India and All India State Bank of India Staff Federation.
M5	July. 88	Xerox copy of the settlement between SBI Management and All India State Bank of India Staff Federation.

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2728.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड चार्टर्ड ग्रिन्डलेस बैंक के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/49/1) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-8-2002 को प्राप्त हुआ था।

[ सं. एल-12014/7/2002-आई.आर. (बी-1) ]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 6th August, 2002

S.O. 2728.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-2/49/01) of the Central Government Industrial Tribunal/No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Grindlays Bank and their workman, which was received by the Central Government on 2-8-2002.

[No. L-12014/7/2002-I.R. (B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. SAUNDANKAR, Presiding Officer

APPLICATION NO. CGIT-2/3 of 2001. (Arising Out of  
Reference No. CGIT-2/49 of 2001).

PARTIES .

Standard Chartered Grindlays Bank  
90, Mahatma Gandhi Road,  
Mumbai-400 001 :

..... Applicant

V/s.

Anant H. Barve,  
B.K. Lavate Chawl (Room No. 2)  
L.B.S. Marg,  
Behind Monograph Co.,  
Badlapur, Thane,

And/Or

Gurukamal Building No. 2,  
Ground Floor, Sanewadi,  
Opp: Saibaba Mandir,  
Phadnis Estate,  
Badlapure (W),  
Thane

.....Opponent

APPEARANCES :

FOR THE APPLICANT : Mr. K.T. Rai,  
Representative.

FOR THE OPPONENT : Mr. P.N Subramanyan  
Representative

Mumbai, the 25th July, 2002

**JUDGMENT**

Management Bank filed this application for permission during the pendency of Reference No. CGIT-2/49 of 2001 of the union in respect of the change of conditions of services under Section 33(b) of the Industrial Disputes Act. By the application (Exhibit-7) management contended that workman Mr. Anant H. Barve involved in Reference No. CG IT-2/49 of 2001 is ceased to be in the employment of bank since settled his dues and claims and therefore management bank does not wish to prosecute the application. By say (Exhibit-8) union prayed to dismiss the application. Since the applicant bank which moved this Tribunal under Section 33 (b) of the Industrial Disputes Act does not wish to prosecute the following order is passed.

**ORDER**

Application stands disposed of for want of prosecution vide (Exhibit-7)

S.N. SAUNDANKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO 2 AT MUMBAI

APPLICATION (CGIT) NO.2/3 OF 2001

IN REFERENCE NO. CGIT-2/49 OF 2001

Standard Chartered Grindlays Bank .....Applicant

Versus

Anant H Barve .....Opponent

MAY IT PLEASE THIS HON'BLE TRIBUNAL:

I That, an application for express permission as required under the provisions of Section 33 (b) of the Industrial Disputes Act, 1947 (for short the Act) came to be filed by the Applicant Bank before this Hon'ble Tribunal in the present reference on or about 18-10-2001. Now that the Opponent workman Mr. Anant H. Barve has ceased to be in the employees of the Applicant Bank herein out of his free will and volition with effect from 22-04-2002 and in furtherance thereof has settled his dues and claims monetary or otherwise arising out of his employment, non-employment and terms of employment in full with the Bank herein (Employer), the proposed cause of action as envisaged under the provisions of Section 33 (b) of the Act which led to the filing of the application for permission would not and as such cannot occur by reason of the opponent herein having ceased to be in the employ of the Bank herein out of his free will and volition and in the absence of employer-employee relationship between the Bank herein and Mr. Anant H. Barve (proposed opponent). In the premises, therefore, the Bank herein does not wish to prosecute the application for express permission dated

18-10-2001 preferred by it in respect of the said Anant H. Barve as the same has been rendered infructuous for want of any cause of action and being nonest. It is, therefore, humbly prayed that this Hon'ble Tribunal be pleased to dispose off the application for express permission being Application No. CGIT-2/3 of 2001 being infructuous for want of any cause of action and being nonest for which act of kindness the Bank herein shall ever remain grateful.

2. In view of the foregoing, it is humbly prayed that the application may please be allowed.

Mumbai, dated this 2nd day of July, 2002

**For the Bank**

नई दिल्ली, 8 अगस्त, 2002

का. आ. 2729.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, बंगलौर के पंचाट (संदर्भ संख्या सी.आर. नं. 12/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/397/99-आई.आर. (बी-1) ]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 8th August, 2002

S.O. 2729.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (C.R. No. 12/2000) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 7-8-2002.

[No. L-12012/397/99-I.R. (B-1)]

AJAY KUMAR, Desk Officer

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
"SHRAM SADAN"

III Main, III Cross, II Phase, Tumkur Road,  
Yeshwanthpur, Bangalore

Dated 31st July, 2002

**PRESENT**

Hon'ble Shri V.N. Kulkarni, B.Com., LLB.

Presiding Officer

CGIT-CUM-LABOUR COURT, BANGALORE.

C. R. NO. 12/2000

I Party	II Party
Shri L. Shankara, C/o Venkatappa, No. 35, 4th Main Road, 10th Cross, Magadi Road, Agrahara Dasarahalli, Bangalore-560 079	The Dy. General Manager, State Bank of India, Local Office, 48, Church Street, Bangalore-560 001

### AWARD

1 The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/397/99/IR(B-1) dated 21/24th January, 2000 for adjudication on the following schedule :

### SCHEDULE

"Whether the action of the management of State Bank of India in not affording a second opportunity to appear for interview in the context of non-receipt of original communication by Shri L. Shankara, former temporary sweeper, due to his non-availability at the address on record is just and reasonable. If not, to what relief is he entitled to?"

2. The first party has raised this dispute against the management contending that not affording a second opportunity to appear for interview in the context of non-receipt of original communication by the first party

3. The first party was working as a temporary Sweeper.

4. Parties appeared and filed Claim Statement and Counter respectively.

5 The case of the first party is that he was appointed as a temporary employee in Category-B and initially he was appointed in the year 1983 as Sweeper in the Bangalore Branch and he worked on temporary basis and sometimes he has worked late in the evening at the branches. He was discharging the duties of permanent nature. The action of the management is not correct. Termination is illegal and he has worked continuously for 240 days. No compensation was paid to him. No enquiry was held against him. The workman for these reasons and for some other reasons has prayed to pass award in his favour.

6. Against this the case of the management in brief is as under.

7. The allegations made by the workman are not correct. It is not correct to say that the first party was doing permanent nature of work. He has not worked as alleged by him till 22nd February, 1996.

8. It is the further case of the management that normally the management maintains a list of temporary employees and wherever the vacancies arise, they will be asked to work purely on temporary basis.

9 It is the further case of the management that those who have completed number of days will be called for interview and accordingly, the first party was also required to appear before the interview board. The notice dated 14th December, 1992 was sent by way of registered post to the address of the first party, as that was available in the records of the Bank. The same notice was returned by the postal authorities with a remarks that "no such addressee in that number". The first party has not intimated the change of address in time. He gave correct address only on 1-3-1994, which is two years later from the year of interview.

10. It is the further case of the management that by then the permanent vacancies were all filled up, and no vacancy in permanent capacity was available with the bank. First party has not worked continuously for 240 days at any time. Termination does not amount to retrenchment as alleged by the workman. Management for these reasons and for some other reasons has prayed to reject the reference.

11. It is seen from the records that management examined MW1, Dy. Manager (Personal Department). He has stated before this Tribunal that they have conducted interviews for the post of Messengers (B) Category on 14th December 1992 by sending intimation in November, 1992. It is also said by him that they had sent letter of intimation to the first party in November, 1992 on the address given by him to the Bank. It was sent by registered post and the letter came back with the endorsement that no such person is at that address. Ex. M1 is the returned cover. It is also stated by him that the first party has not intimated the change of address. Only in 1st March, 1994 change of address was intimated and that was after the interview. He also said that the workman has not worked with the bank continuously at any time.

12. Against this the workman has not examined himself.

13. It is seen from the records that the workman has also not cross examined MW1. We have Ex. M1, a cover sent to the workman on the address given by him and this cover has returned with the endorsement that no such person at the given address is available. All this is stated by MW1

14. For the reasons best known to the workman he has not even cross-examined MW1 and has not participated in the proceedings. In view of this, there is no reason to discard the evidence of MW1. Considering the evidence of MW1 and the returned postal cover I am of

the opinion that there is no merit in this reference and accordingly I proceed to pass the following Order :

### ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 31st July 2002.)

V N. KULKARNI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2002

का. आ. 2730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नालंदा ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I, धनबाद के पंचाट (संदर्भ संख्या 84/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/84/94-आई.आर. (बी-1) ]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2002

S.O. 2730.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/95) of the Central Government Industrial Tribunal No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nalanda Gramin Bank and their workman, which was received by the Central Government on 07-8-2002.

[No. L-12012/84/94-I R. (B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I, DHANBAD.

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 84 of 1995.

### PARTIES :

Employers in relation to the  
management of Nalanda Gramin  
Bank.

### AND

Their Workmen

### PRESENT :

Shri S.H. Kazmi, Presiding Officer

### APPEARANCES :

For the Employers . None.

For the Workman : Shri B. Prasad, President,  
Bihar Provincial Gramin Bank  
Employees Association

State : Bihar

Industry : Banking

Dated, the 29th July, 2002.

### AWARD

By Order No. L-12012/84/94-I.R. (B-I) dated, the 19th July, 1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“ क्या प्रबंधन नालंदा ग्रामीण बैंक द्वारा कर्मकार को देय मजदूरी से कम देना एवं उसके नियमितकरण को इन्कार करना वाजिब एवं न्यायप्रद है ? अगर नहीं तो कर्मकार किस अनुतोष का हकदार है ? ”

2 The case of the sponsoring union, in short, is that the concerned workman, Akhilesh Kumar Choudhary, was orally engaged as temporary messenger-cum-sweeper against permanent vacancy at Chiksaura Branch of Nalanda Gramin Bank on 21st December, 1988 by the Manager of the said Bank and since then he is continuing on the said post and has been performing several duties connected with the said job, such as, bringing out ledger and register from the almirah and placing the same on the table of the clerks, carrying registers, ledgers scroll register etc., besides mailing at the Post Office, distributing daks to the customers, cleaning floors, tables, chairs etc. It is further said that the concerned workman worked in the said branch right from 10 A.M. to 5 P.M. regularly for full day's work. It has also been said that the concerned workman is a Harizon and matriculate and he was the only Class-IV staff working in the same branch when the branch started functioning or was opened on 21-12-1988. He was engaged on nominal wages with the assurance by the Bank Management that he would be regularised in due course of employment. Earlier he used to be paid Rs. 8 35 paise which was gradually enhanced and then all on a sudden it was reduced to Rs. 30/- per month and thereafter on 1-3-90 it was fixed at Rs. 75/- per month which he was getting at the time when the present dispute was raised. It has been said that the concerned workman was not paid the wages at par with other employees performing similar duty as per Bank's scale of pay of Class-IV employees. The union represented on several occasions before the management for the regularisation of the concerned workman as a subordinate staff but the management remained adamant and did not consider the demand whereafter industrial dispute before the A.L.C. (C), Patna was raised. Conciliation proceeding thereafter failed and

ultimately the dispute was referred to this Tribunal for adjudication. Further it has been said that despite working for years together un-interruptedly the management is continuing to take work from him without regularising him with the object of depriving him of the status and privilege of a permanent workman and as such this amounts to unfair labour practice under Vth Schedule of the Industrial Disputes Act, 1947. Prayer as such has been made for the regularisation of the service of the concerned workman w.e.f. 21-12-1988 and for payment of back wages at par with regular staff working on the same nature of post.

3. The management, on the other hand, as disclosed in its written statement, has come out with the case that the concerned workman was never engaged either as messenger/temporary peon or messenger-cum-sweeper in the said Branch of the Bank on 21-12-1988 or on any other date by the Branch Manager or any other authority of the Bank. It has been said that on 11-1-1989 the said branch was advised to avail the services of any suitable person on part-time basis on daily wages of Rs. 8.35 p. for such part-time work which was increased from time to time but later the management decided to engage part-time sweeper on contract basis on contractual monthly wages of Rs. 30/- which was later raised to Rs. 75/- from May, 1992. Further, the case is that the concerned workman rendered his service as part-time contractor worker at Chiksaura Branch and he was paid his part-time wages/contract wage and he was not entitled to be paid more than that as in his case the principles of equal pay with other employees of the Bank does not arise. It has also been said that NABARD, on instructions of Govt. of India, issued circular dated 20-3-1993 wherein also it was clarified that sweepers engaged on contract basis and were paid through contingencies did not form part of R.R.B. personnel and so in that view also the concerned workman could not have been absorbed on regular basis. It is also said that the concerned workman applied on 16-5-1989 through Employment Exchange for appointment as sweeper-cum-messenger and had also appeared in interview on 5-6-1989 for the same. The claim, as such, according to the management, is obviously false and frivolous and is not sustainable in law and facts.

4. In view of the stand taken on behalf of the respective sides as mentioned above the core issue which appears to be involved is whether having been engaged as a messenger-cum-sweeper in the concerned branch of the Bank either on daily wage basis or contract basis, the concerned workman has been working continuously for more than 8 to 10 years or not and also whether due continuity of his service for a very long period and also taking into account other circumstances, the concerned workman deserves to be regularised on the job on which he is serving in the concerned Branch of the said Bank.

5. It is clear from the above that the management denies the engagement of the concerned workman in the manner as has been pleaded on behalf of the concerned workman, rather, according to it, from January, 1989 or even thereafter the concerned workman was engaged from time to time as part-time contract worker and was paid his part-time wages/contract wage. Significantly, there is no specific denial anywhere in the pleading with respect to the continuous working of the concerned workman in the said Branch of the Bank irrespective of his nature of engagement. As per the management there was no question of regularisation as the concerned workman was working purely on daily wage/contract basis and for filling up the permanent vacancy there is prescribed norms and procedures essentially required to be adopted and moreover NABARD in its circular has already clarified that sweepers engaged on contract basis did not form part of R.R.B. personnels and so in that view also there was no scope of making any consideration.

The assertion from the side of the concerned workman is that he has been working in the concerned branch after having been engaged right from the date when the said branch opened or started functioning and uninterruptedly till date he has been performing all those jobs which a permanent Class-IV employee working on the same post are doing or suppose to do but even then he is not being paid his wages in the same way as it is being paid to permanent workman. In the rejoinder filed on his behalf to the written statement it has been accepted that on 5-6-89 he had appeared in the interview for the appointment through direct recruitment while working on daily wage basis w.e.f. 21-12-88. But it has been stated that the same has nothing to do with his entitlement for being regularised on the said post upon the continuity of service for a long time.

6. In course of his evidence the concerned workman appears to have described the nature of his work or duties which he is required to perform on each day in the concerned Branch of the Bank. He has said that his work is to open the bank, clean the counter, to sweep the floor, to bring out ledger, register etc. from the almirah and to put them on the counter, to make available drinking water, to bring tea from outside for the Bank employees, to do voucher sealing work, to make entries in Pass Book, Issue Register etc. He has said that bringing postage stamp from the Post Office and also to bring from there letters of that day addressed to the concerned branch are also the part of his job. According to him, he also brings the stationeries from the Head Office and get the stamps embossed in the Treasury Office. He has said that he works in the concerned branch from 9.45 A.M. to 5.00 P.M. as per the instruction and direction of the Branch Manager. Thereafter, he has stated about the wages which he used to get from time to time and in that context after giving details he has said that from the month of May, 1998 he

was being given the wages at the rate of Rs. 125/- per month which he got till date. He has also said that for complete ten years there had been no permanent employees working as messenger-cum-sweeper but thereafter in the month of November, 1998 for performing that job one person was posted at the concerned branch. He thereafter has said that he is doing the same nature of job which is being performed by a permanent employee and according to him, the present sweeper is getting round about Rs. 4000/- per month. He has proved one certificate dated 9-3-94 granted by the then Manager of the said branch (Ext. W-2) in respect of his continuous working the said branch for a long time to the satisfaction of the all concerned. He has also proved several letters which are marked Exts W-3 to W-3/9, in order to show the nature of work which he has been performing in the said branch of the Bank. In course of his cross-examination it appears that no question or suggestion was put to him so far as continuity of his service or the nature of work described by him during his examination-in-chief are concerned.

From the side of the management it appears that by giving much importance to the fact that in the year 1989 the concerned workman had appeared for interview, several questions were put to him in reply to which he categorically stated that it is true that he was called upon to face interview at the time when the process of regularisation was on but thereafter according to him, he did not get any information in that regard. His attention was also drawn to a letter sent by him to the management. He admitted the said letter to be of his own in which the mention was made about his appearance in the said interview and the request made by him for enhancement of his wage. Upon question being asked he has accepted it to be correct prior to the date when he faced interview he had been performing the duties in the concerned branch not regularly, rather intermittently, i.e. for few days only in a month. By getting such statement from the concerned workman, as the highest it can be said that the management has succeeded in proving that as per his own admission prior to the year 1989 the concerned workman has been working in the concerned branch not regularly rather for few days only in a month. But as far as his continuous engagement from the year 1989 onwards is concerned neither there is any denial in the pleading of the management nor there is any question or suggestion put to the concerned workman in course of his cross-examination as mentioned earlier.

So far as the material aspect of this case is concerned the management's witness MW-1 who was working as Branch Manager in the concerned branch of the Bank from September, 1989 to October, 1992, during his examination-in-chief has said that during his tenure the concerned workman was never engaged as messenger or peon in the said branch. According to him, the concerned workman was engaged on contract basis for sweeping and supply of

drinking water for about 15 minutes per day and for that he was getting Rs. 30/- per month. But this witness in course of his cross-examination has said that usually the concerned workman was working as part-time sweeper and for supply of water, but when the bank had some other work he was engaged for doing those jobs on some occasions. Thereafter on question being asked he has said that sometime the concerned workman was being sent to bring stationery materials and sometimes he used to be sent to the Treasury for embossing upon some documents. He has accepted that he had sent a letter to the Head Office for the regularisation of the concerned workman when the concerned workman had requested him to do so. He has proved several letters which have been marked Ext. W-1 series in some of which the concerned workman has been described as "Patra Bahak" and in some "Sandesh Bahak".

Firstly it is apparent that this witness has stated only about the position which was there during September, 1989 to October, 1992 i.e. during his tenure and secondly though during his examination-in-chief he denied that the concerned workman was engaged as messenger and stated that he was engaged on contract basis for sweeping and supply of drinking water but in course of his cross-examination he replied to several questions put to him and he has admitted that many other works including the work of a messenger was taken from the concerned workman and he proved all those letters (Ext. W-1 series) which clearly corroborate the fact that although the long period of his engagement the concerned workman discharged the work of a messenger and was being sent here and there for one purpose or the other in connection with Bank's work.

In view of all the aforesaid, clear position which emerges is that the materials collected in course of the proceeding sufficiently corroborate the stand taken by the concerned workman that having been engaged on 21-12-88 continuously he has been working as a messenger-cum-sweeper in the concerned branch of the Bank and further it becomes clear as the same stand uncontroverted that for the long ten years there was no permanent employee working on the said post and during all that period as against the said permanent post the concerned workman went on working and it is only in the year 1998 one person was appointed on permanent basis on the said post. But even then the concerned workman has been continuing in the said branch and discharging the same nature of job which are performed by the permanent employee.

7. It is not denied that there had been an award of N I T, wherein the matter pertaining to regularisation of part-time or temporary messenger-cum-sweeper was taken up and the necessary direction was made in regard to regularisation those working as such on the said post. It is further not denied that in the month of March, 1993 in respect of implementation of the said N I T award,

NABARD issued a circular in which so far as the aforesaid matter is concerned it was decided that part-time messenger-cum-sweeper in sub-staff cadre who were in the service as on 22-2-91 and who have completed 240 days of continuous service after that date may be treated as regular employees of the Bank w.e.f. 22-2-91. It is also not denied that pursuant to the said award and its implementation order hundreds of those who working in that capacity in different Banks and who had completed the period of service as indicated therein were absorbed or regularised. The management's witness has also accepted this position. The workman's assertion is that despite there being such an award and despite he being fulfilling necessary criteria as laid down in the said award, was not made regularised or was not considered for regularisation. In my view considering the aforesaid findings arrived at with respect to the continuous engagement of the concerned workman, the concerned workman should have also been regularised in the light of N.J.T. award and thereafter its implementation by way of issuance of the aforesaid circular.

8. As it has already been noticed above by taking the help of the same circular of NABARD dated 28-3-93 it has been urged on behalf of the management that the sweeper appointed on contract basis and paid through contingency do not form part of R.R.B. personnel and so the concerned workman does not deserve consideration. Such submission being made is completely devoid of substance even on the face of the contents of the said circular. Whatever that has been mentioned in the said circular quite obviously has no application so far as the present case is concerned as the concerned workman was engaged and has been working in the concerned branch of the bank not as a sweeper only, rather as messenger-cum-sweeper. Though the management described the nature of engagement of the concerned workman as sweeper but it failed to establish the same and it is clear from the above that the workman has been working as messenger-cum-sweeper and not just as sweeper.

9. In view of all that has been discussed above it is apparent, rather stands established that the management after engaging the concerned workman has been taking continuous work of messenger-cum-sweeper from the concerned workman and the concerned workman has been doing the same nature of job continuously since more than a decade without having been regularised and without having been paid the wages admissible to a permanent workman working on the same post and discharging the same nature of duties. It is further apparent that for last ten years none was working in the concerned branch on permanent basis excepting the concerned workman who went on performing the work on the said post on temporary or daily wage basis or on monthly basis and it is only in the year 1998 a permanent workman was appointed on the said post without considering the case of the concerned

workman for regularisation. But even thereafter the concerned workman was not disengaged and went on performing the same nature of job, presumably because of the pressure of work in the concerned branch. Had it been not so there would not have been the necessity of further engagement of the concerned workman.

From all the aforesaid it can well be gathered that the concerned bank despite being a large public undertaking and despite being a State within the meaning of Art. 12 of the Constitution of India, in case of the concerned workman has not conducted itself in a manner which was expected of it and quite obviously resorted to unfair labour practice which has been deprecated time and again even by Hon'ble Apex Court.

In Pyare Singh's case reported in 1992 (4) SCC-118 it has been clearly held that those eligible and qualified and continuing in service satisfactorily for a long have a right to be considered for regularisation. It has further been held therein that long continuance in service gives right to presumption about need for a regular post. This judgement has got much bearing as far as the present case is concerned and it squarely covers the fact and circumstances of the present case.

10. Thus, in view of all the aforesaid considerations and discussions it is finally concluded that the concerned workman has got a valid claim for his regularisation on the post on which he has been working since more than a decade and after having been regularised he deserves all the consequential benefits which are available or admissible to a permanent workman.

11. Thus, the award is as hereunder :

The action of the management in paying the concerned workman less than prescribed wages and refusing him to be regularised in the services of the Bank is not justified. Consequently the management is directed to regularise the concerned workman in the services of the bank as Class-IV employee within thirty days from the date of publication of this award and to pay him the prescribed or admissible wages and allowance and other benefits which are being provided to permanent employees from the date of his regularisation.

However, there would be no order as to cost.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2002

का. आ. 2731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया चेन्नई के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर कोर्ट, चेन्नई, के पंचाट



(संदर्भ संख्या आई.डी.नं. 399/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/26/95-आई.आर. (बी-1) ]  
अजय कुमार, डैस्क अधिकारी

New Delhi, the 8th August, 2002

**S.O. 2731.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 399/01) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India, Chennai and their workman, which was received by the Central Government on 7-8-2002.

[No. L-12012/26/95-I.R. (B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI

Thursday, the 25th July, 2002

Present : K. Karthikyan, Presiding Officer

Industrial Dispute No. 399/2001

(Tamil Nadu State Industrial Tribunal  
I.D. No. 51/96)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman late Sri M.A. Ramachandran and the Management of State Bank of India, Chennai.]

### BETWEEN

Late Sri M.A. Ramachandran, : I Party/Workman

### AND

The Assistant General Manager, : II Party/  
State bank of India, Chennai : Management

### APPEARANCE :

For the Workman : Mr. J. Narayanamoorthy,  
Advocate.

For the Management : Mr. S. Jayaraman,  
Advocate

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute

for adjudication vide Order No L-12012/26/95/IR(B-I) dated 02-07-96.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 51/96. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 399/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 20-02-2001 with their respective parties and to prosecute this case further. Accordingly the learned counsel on either side along with their respective parties have appeared and prosecuted this case further.

Upon perusing the Claim Statement, Counter Statement, the other material papers on record, the xerox copy of the documents filed on either side, and on hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

### AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of State bank of India in terminating the services of Sri M A Ramachandran w.c.f. 30-12-87 is justified? If not to what relief he is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri M. A. Ramachandran (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the II Party/Management State Bank of India as a Clerk on 6-3-1974 at Polur Branch. Alleging some charges against him, he was issued a suspension order during May, 1996 pending enquiry. On 7-6-86 he was served with a charge sheet containing six charges of temporary misappropriation of cash belonging to the Respondent organisation. On 4-7-86 one more charge was also framed against the Petitioner. Further, on 19-7-86 an additional charge was framed against him for the same charge of temporary misappropriation. The Petitioner submitted his explanation denying all the charges against him. Not satisfied with the reply of the Petitioner in the usual course, the Respondent ordered an enquiry into the charges by the Enquiry Officer

one Sri Gopalakrishnan. The enquiry held on various dates and the Enquiry Officer has submitted his report holding that all the charges are proved against the Petitioner. Pursuant to this report, the Disciplinary Authority proposed a punishment of dismissal from service without notice and issued a show cause notice on 15-12-96. The Petitioner submitted his explanation to the show cause notice on 5-1-87 drew the attention of the Disciplinary Authority in respect of vagueness of charges insufficiency of evidence to prove the charges and the arbitrariness of the report of the Enquiry Officer. The Petitioner, further pointed out that the transactions are carried out in the official capacity of the Petitioner but in a private capacity as a friend and in no it can be treated as a temporary misappropriation of the Respondent's funds. The Respondent did not agree with the explanation of the Petitioner but passed the final order of dismissal without notice by his letter dated 4-2-87. Aggrieved by this order of the Respondent, the Petitioner preferred an appeal to the Appellate Authority on 14-3-87. In the appeal the Petitioner specially stated that the Enquiry Officer did not give sufficient opportunity to the Petitioner to examine his witness in spite of several requests by him. The Appellate Authority after considering the appeal of the Petitioner agreed with the Petitioner that he has not been given sufficient opportunity as required under the principles of natural justice, set aside the dismissal order on the Petitioner and remanded the case to the Enquiry Officer with a direction to offer the Petitioner an opportunity to examine his witnesses. When an appeal to the Appellate Authority, he remands the case to the Enquiry Officer to give an opportunity to the Petitioner to further examine his witnesses, the original order of dismissal order dated 4-2-87 is spent by itself and in law, it did not exist. In respect of the direction to the Enquiry Officer dated 22-4-87, the Enquiry Officer re-opened the case and proceeded with further enquiry. Later, he submitted a report holding that the charges are proved against the Petitioner. Smt. Gorima and Dr. Raghavachariar were examined as defence witnesses. The Enquiry Officer did not believe the depositions of these witnesses but found the Petitioner guilty of the charges levelled against him. This report was not submitted to the Disciplinary Authority but was directly sent to the Appellate Authority. The Appellate Authority by his order dated 30-12-87 only confirmed the earlier order of dismissal without notice dated 4-2-87, but no fresh order was passed either by the Disciplinary Authority or by Appellate Authority. When a fresh enquiry was ordered on 14-3-87 by the Appellate Authority, the original order of dismissal dated 4-2-87 shall be deemed to have been set aside and it is necessary that a fresh order has to be passed after the appreciation of the evidence. But the Appellate Authority confirming the earlier order dated 4-2-87 which was not in existence is erroneous. When the Appellate Authority passes the final order there is no scope of appeal against the decision.

Hence, it is bad in law. The order passed by the Respondent was not based upon any material and suffered from illegalities. The various procedures contemplated under para 521 of the Sastri Award was not followed. As per Sastri Award, the notice should be given to the delinquent officer with regard to the decision for taking disciplinary action within three days from the said date of decision. Likewise, the past record of service of the Petitioner was not taken into account, while passing the final order. When the matter was remanded back to Sri Gopalakrishnan, the Petitioner represented it should be enquired by another officer, since this Enquiry Officer has already come to the conclusion against the Petitioner. This was not considered by the Respondent but the same person continued the enquiry. Hence, this is in violation of principles of natural justice, as the Enquiry Officer is a biased person. A criminal complaint was filed by the Respondent with the police and when the matter was pending, enquiry was concluded. When the criminal complaint is pending on the same charges, the enquiry should not have been proceeded further as per para 521(g) of the Sastri Award. In the year 1991, he filed a Writ Petition and at the admission stage itself, it was dismissed for delay. Without prejudice to the contentions raised above even if it was held by this Hon'ble Tribunal that the charges are proved against the Petitioner, the order of dismissal passed against the Petitioner is a severe punishment and this Hon'ble Tribunal may be pleased to reduce the punishment under section 11A of Industrial Disputes Act, 1947. After the dismissal he became mentally upset and admitted in the hospital for treatment. Further, when he came to know on the legal advice that no dismissal order was passed against him by the Respondent, he raised this dispute under section 2A of the Industrial Disputes Act, 1947. Since no final dismissal order was passed against him, denying him to continue his service in employment is illegal and he is entitled to join service back with continuity of service and back wages and attendant benefits. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to pass an award to reinstate the Petitioner back in service with continuity of service and back wages.

3. The averments in the Counter Statement filed by the II Party/Management State Bank of India, Chennai, (hereinafter refers to as Respondent) are briefly as follows :—

The Petitioner was employed as a Clerk in the Polar branch of the Respondent/Bank. An investigation was carried out by the inspecting authorities in the said branch, wherein it was found that certain irregularities had been committed by the Petitioner Sri M.A. Ramachandran, Senior Clerk of the branch. The Branch Manager of the said branch sent a letter to the Regional Manager of the particular region dated 13-5-86 pursuant to which the investigation was carried out on 16-5-86 itself.

On a perusal of the S.B. accounts referred to in the report, together with the respective pass books it was found that there had been lot of irregularities. The *modus operandi*, which was adopted by the said Petitioner herein was that on 16-12-85, he had unauthorisedly received a sum of Rs.500 on behalf of the bank from Sri D.Lucas for the credit of S.B. account No. 6/1332. He had unauthorisedly made entries in the relative S.B. Pass book on that date and on subsequent dates and also unauthorisedly initialled the resultant wrong balances in the pass book. He had also temporarily misappropriated the said sum of Rs.500 and actually credited the same to the concerned S.B. account only on 20-3-86. On 10-1-86, the Petitioner had again unauthorisedly received a sum of Rs.200 on behalf of the bank from Smt. M.Nirmala, Polur for the credit of S.B. account No. 47/7290. He had made certain entries in the relative S.B. pass book on that date unauthorisedly and also on subsequent dates and initialled the resultant wrong balances unauthorisedly in the pass book. He had also temporarily misappropriated the said sum of Rs.200 and actually credited the same to the concerned S.B. account only on 16-4-86. Similarly, prior to 12-4-86, he had unauthorisedly received a sum of Rs. 1500 on behalf of the bank from Sri M. Ayyayoo, Kalam Colony for the credit of S.B. account No.31/5488. He had unauthorisedly made entries in the relative S.B. pass book on that date and on subsequent dates and unauthorisedly initialled the wrong balance in the pass book. He had also temporarily misappropriated the sum of Rs.1500 and credited the same only on 12-4-86 to the concerned S.B. Account. He had committed the same type of irregularities in respect of account No. 5/318 of Sri S.Bernard by receiving a sum of Rs. 1000 from him on 29-3-86 and credited the same to the concerned S.B. account only on 12-4-86. Similarly, on 9-4-86 also he had committed similar misconduct in respect of one Smt. Paun of Padagam Village whose S.B. account number was 48/7509. In this case, he had received a sum of Rs.600 on 9-4-86 and credited it to the concerned S.B. account only on 21-5-86. The same irregularity has been committed by him in respect of another Savings Bank Account No. 38/6185. In this case, the amount involved is Rs.1000 which was received by him on 12-4-86 and credited on 28-4-86 only. In all these cases, he had made unauthorised written entries and also unauthorisedly initialled the resultant wrong balances. These things surfaced after the investigation conducted by the investigation authorities. The concerned account holders have also made complaints to the bank. Pursuant to the investigation carried out, the Petitioner herein was placed under suspension under para 521 of the Sastri Award, pending enquiry by order dated 26-5-86. He was issued charge sheet on 7-6-86 narrating the entire facts for which the Petitioner submitted a reply on 28-6-86, wherein he had denied the entire charges. On 4-7-86 another similar irregularity in respect of Savings Bank Account No. 24/4359 relating to Sri Sivalinga Achary for a sum of

Rs.1000 was found out. In this case, the amount was received by Petitioner on 18-3-86 and the same was credited to the concerned Savings Bank Account only on 12-4-86. The above said charge sheet dated 4-7-86 was followed by another charge sheet dated 19-7-86 in respect of another Savings Bank Account No. C621/34 relating to one Mr. S.Periasamy for a sum of Rs.1300 which was received by the Petitioner on 4-3-86 but credited to the account only on 16-4-86. The Petitioner was issued charge sheet for the above mentioned misconducts charging him under para 521(4)(j) of the Sastri Award read with para 18.28 of Desai Award for having committed temporary misappropriation of money and acting prejudicial to the interest of the bank. The Petitioner herein in addition to the explanation submitted on 28-6-86 submitted another explanation on 17-7-86 in respect of the charge sheet dated 4-7-86 and one more explanation on 30-7-86 in respect of the charge sheet dated 19-7-86. The Petitioner bluntly denied the charges levelled against him. The bank was not satisfied with his explanation and therefore, ordered a domestic enquiry into the charges levelled against the Petitioner. The bank appointed one Mr. A. R. Gopalakrishnan, Manager, State Bank of India, Guindy as the Enquiry Officer by its communication dated 13-8-86. The Enquiry Officer issued notice dated 13-8-86 to the Petitioner stating that he has been appointed as Enquiry Officer and also informing the Petitioner that the first sitting of the enquiry will take place at Polur branch on 25-8-86. The Petitioner was also duly informed about the list of documents and witnesses relied upon by the management. On 25-8-86 the concerned employee was present along with his defence representative Mr. T. G. Vedanarayanan. On the side of the bank Mr. S. Sethu Madhavan was the Presenting Officer. The concerned employee was explained about the charges. The defence representative raised all sorts of preliminary objections with regard to charge sheet etc. But, however, the Enquiry Officer overruled those objections and proceeded with the enquiry. On the side of the bank 5 witnesses were examined and they were cross examined by the defence representative. 25 documents were filed which were admitted in evidence. The 5 witnesses, who were examined where Sri S. Neelakantan, Branch Manager of Vadapathimangalam branch, Sri A. S. Lazaro, Accountant of State Bank of India, Polur branch, Sri S. Bernard, accountholder of Polur branch, Sri S. Periaswamy, who is an Assistant Engineer, Highways, who is also an account holder in Polur branch, Mr. N. Subramaniam who is an acting Teller in Polur branch of the bank. They were cross examined by the defence representative. The enquiry commenced on 25-8-86 and the same was concluded on 3-9-86. A perusal of the enquiry proceedings would clearly show that the enquiry was conducted strictly in accordance with the principles of natural justice and the workman was given ample opportunities. The Enquiry Officer submitted his report on 5-12-86 finding the Petitioner guilty of the

charges levelled against him in charge sheets dated 7-6-86, 4-7-86 and 19-7-86. Thereafter, both the representatives furnished their written briefs pursuant to the directions given to them. The Regional Manager of the bank, who is the Disciplinary Authority by his letter dated 15-12-86 informed the Petitioner that the Enquiry Officer has found the Petitioner guilty of the charges, which are gross misconducts. The Petitioner also was informed that under para 521(10) (a) of Sastri Award, a personal hearing would be afforded to him on 22-12-86 at 10.00 a.m. Accordingly, a personal hearing was given to the Petitioner. The Petitioner made a representation to the Disciplinary Authority on 5-1-86 stating that he had not been given opportunity and making some allegations against the Enquiry Officer. The said representation was given by the Petitioner on the date of personal hearing which was held on 5-1-86 after it was adjourned from 22-12-86. The Disciplinary Authority went through his representation and rejected the same. But, however, gave him liberty to file an appeal against the proposed punishment of dismissal to the Chief Regional Manager, State Bank of India, Regional Office at Madras within 45 days from the date of communication dated 4-2-87 by means of which he was dismissed from service. The Petitioner preferred an appeal to Appellate Authority on 14-3-87. The Appellate Authority by its order dated 22-4-87 agreed to give an opportunity to the delinquent employee to produce his witnesses before the Enquiry Officer within 15 days from the date of receipt of communication from Enquiry Officer. With this observation the Appellate Authority observed that this appeal would be disposed of on receipt of additional findings. A communication was also sent to the Enquiry Officer on 22-4-87 to reopen the evidence. Accordingly, the enquiry was reopened and had commenced on 2-7-87. It was held on 2-7-87, 14-7-87 and again on 4-8-87. In the enquiry Smt. Gorima, who is an account holder was examined as first witness. Thereafter, he produced one Mr. Raghavendrachari, father of Smt. Nirmala as his 2nd witness. Thirdly, he examined himself as a witness. The Enquiry Officer after analysing the entire evidence, confirmed his earlier findings. The Petitioner was again offered another personal hearing on 3-12-87. A perusal of the proceedings of the personal hearing would clearly show that the Petitioner was given ample opportunity in the enquiry and he also fully availed of the same. Thereafter, his appeal was taken up for hearing on 30-12-87, wherein the Appellate Authority rejected his appeal and confirmed the punishment of dismissal without notice which was awarded by the Disciplinary Authority. Thus, the Petitioner was dismissed from service for proved misconducts of temporary misappropriation of customers' money, which the customers entrusted to Petitioner in the regular course for being credited to their respective accounts. The Respondent is a banking institution, wherein public deposit, their hard earned money and entrust them

with the bank. If the said amount is sought to be misappropriated, it is not only a gross misconduct but also breach of trust which the customers have placed on the bank which would reflect the image of the working of bank itself, resulting in the public losing confidence on the bank. Therefore, the management has no other option, except to dismiss the Petitioner from service for the misconducts committed by him. Thus, the Petitioner was dismissed from service for proved misconduct, which was found proved in the domestic enquiry conducted strictly in accordance with the principles of natural justice. If, however, this Hon'ble Tribunal comes to a conclusion that the domestic enquiry conducted is not fair and proper, the Respondent craves leave of this Hon'ble Tribunal to give them an opportunity to establish the charges levelled against the workman by letting evidence before this Tribunal. The Petitioner has been entrusted, by the public and customers, with their hard earned money with a view to have them credited into their accounts. The Petitioner had not credited the money in their accounts immediately, but credited the same after substantial lapse of time, thereby temporarily misappropriating the money belong to the customers. Such a type of an employee, if allowed to be reinstated in an institution like the Respondent nationalised bank, it will not only spoil the image of the bank but also make the customers to lose faith and confidence in the bank. The act of misconduct would also amount to breach of trust, which the customers were having with the bank. There is no warrant at all in this case to interfere with the quantum of punishment and hence, the order of dismissal has to be confirmed. The dispute itself has been raised in a belated manner though the order of dismissal dated 4-2-87 was confirmed on 30-12-87 itself. The present dispute has been raised under section 2A(2) belatedly in the year 1988. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to uphold the contentions of the Respondent/Management and reject the claim of the Petitioner and pass an award upholding the dismissal of the Petitioner.

4. Since the Petitioner died pending adjudication of this dispute, his legal representatives have pursued this proceedings before this Tribunal by impleading themselves as legal representatives of the deceased Petitioner and they have filed an additional Claim Statement on that basis, with a prayer requesting this Tribunal to pass an Award ordering benefits on account of reinstatement in service and other consequential benefits legally due to the late Petitioner to be paid to legal heirs of the late Petitioner.

5. The point for my consideration is -

“Whether the action of the management of State Bank of India in terminating the services of Sri M. A. Ramachandran w.e.f. 30-12-87 is justified? If not to what relief he is entitled?”

**Point:—**

This industrial dispute has been raised by the I Party/ Workman against the II Party/Management challenging the action of the management in terminating his services w.e.f. 30-12-87. Pending enquiry of this dispute before the Tamil Nadu State Industrial Tribunal, the Petitioner/ Workman Sri M. A. Ramachandran expired on 11-10-2000. After the case has been transferred to the file of this Tribunal and taken on file, the wife of the deceased Petitioner filed a petition to implead the L/Rs of deceased Petitioner as I.A.No. 37/2001. On allowing that petition, L/Rs of the deceased Petitioner have been brought on record to prosecute this case. No evidence as oral or documentary has been let in either side, when the matter was taken up for enquiry. The learned counsel on either side have advanced their respective arguments.

6. It is not disputed that the concerned workman Sri M. A. Ramachandran had been issued a suspension order during May, 1986, pending enquiry for the eight charges of temporary misappropriation of cash belonging to the Respondent/Bank, when he worked as a Clerk in the Polur branch of the Respondent/Bank. Mentioning those misconducts, charging the concerned workman under paragraph 521(4)(j) of Sastry Award read with para 18.28 of Desai Award, charge sheets were issued to the concerned workman for his commission of temporary misappropriation of money and acting prejudicial to the interest of the bank. The concerned workman submitted his explanations to those charge sheets denying the charges levelled against him. Not satisfied with his explanation, the Respondent/Bank ordered a domestic enquiry into the charges levelled against the concerned workman. The Petitioner taken part in that enquiry along with his defence representative Mr. T. G. Vedanarayanan. Five witnesses of the bank were examined and 25 documents were filed. All those witnesses were duly cross examined by the defence representative. A perusal of the entire proceedings filed into Court would clearly show that the enquiry was conducted in accordance with principles of natural justice and the Petitioner/Workman, the charge sheeted employee was given ample opportunities. The Enquiry Officer, after analysing the records and evidence let in on either side, submitted his report with his finding that the charge sheeted employee is guilty of all the charges levelled against him. Pursuant to his report, the Disciplinary Authority proposed a punishment of dismissal from service without notice and issued a show cause notice to the Petitioner on 15-12-86. The Petitioner had submitted his explanation and had stated that those transactions were carried out in the official capacity of the Petitioner and in no way, it can be treated as temporary misappropriation of the bank's funds. As his explanation was not satisfactory, the Disciplinary Authority passed a final order dated 4-2-87 of dismissing the Petitioner from service without benefits. Aggrieved by that order passed by the Disciplinary Authority, the Petitioner

preferred an appeal and the Appellate Authority after considering the appeal remanded the case to the Enquiry Officer, with a direction to offer the Petitioner an opportunity to examine his witnesses. The Enquiry Officer re-opened the case and proceeded with further enquiry and later submitted his report holding that the charges are proved against the Petitioner. The report was directly sent to the Appellate Authority and the Appellate Authority by his order dated 30-12-1987 confirmed the earlier order of dismissal without notice passed by the Disciplinary Authority. All these facts borne out from the records are not disputed by the Petitioner, but on behalf of the Petitioner, it is contended that no one in the enquiry has said that the Petitioner had unauthorisedly received the money of the account holders. The Petitioner was only a clerk and he was not a cashier or teller. Once it is deposited, it is the money of the bank. If at all anybody is affected, it is only the depositors and not the bank and no depositor has made any complaint and there is no loss to the bank and hence, the charge that loss to the bank will not stand. It is further contended that subsequent to the Appellate Authority has remanded the matter to the Enquiry Officer for further enquiry, the order of dismissal passed by the Disciplinary Authority comes to an end and when the Enquiry Officer submitted his report, holding that the charges levelled against the charge sheeted employee, the Petitioner herein have been proved, the Disciplinary Authority, who passed the earlier order of dismissal from service, has not passed any fresh order, but the Appellate Authority, having taken the role of the Disciplinary Authority passed the order, which is not in existence. He ought to have passed a fresh dismissal order. Neither in service rules, nor in the Sastry Award, it is stated as misconduct. Hence, the order of dismissal passed earlier by the Disciplinary Authority without passing a fresh order of dismissal cannot be sustained by the Appellate Authority and hence, the action of the management in dismissing the Petitioner from service is unjustified and illegal.

7. The learned counsel for the II Party/Management has argued that the concerned workman has not stated that he has not done the misconduct. From the available materials, it is seen that he has made unauthorised entries in the bank records and also in the passbooks of the S.B. account holders as mentioned in the charges levelled against him. Since relevant entries have been made in their respective passbooks for the amounts given to the Petitioner for depositing into their respective accounts, no customer had come forward to prefer any complaint in this regard and these irregularities and misconducts were detected only during inspection made in the branch and as per the evidence both oral and documentary let in before the Enquiry Officer, it has been duly proved that the Petitioner, charge sheeted employee has committed the misconducts alleged in the charges and all the witnesses examined on the side of the management in the enquiry

had consistently said about the part played by the Petitioner and from this, it is seen that those customers of the bank have been cheated by the Petitioner and that by due enquiry the charges levelled against the Petitioner were duly proved, for the Enquiry Officer to come to the conclusion that they are all proved misconducts of the charge sheeted employee, which has been subsequently accepted by the Disciplinary Authority, while imposing the punishment of dismissal from service without notice and all the procedures have been followed in the domestic enquiry and no violation has been committed by the management on the aspect of any procedure or principles of natural justice. Hence, the action of the management has got to be upheld as justified.

8. A perusal of the records, including the enquiry proceedings, report filed already into Court and have been exhibited earlier before the Tamil Nadu State Industrial Tribunal, when the case was pending before it, clearly show that while conducting the domestic enquiry, the management has not deviated any procedural aspect and there is no violation of principles of natural justice, as it has been argued by the learned counsel for Respondent/Management. From the perusal of the enquiry proceedings, it is seen that all the management witnesses have consistently given evidence for the Enquiry Officer to come to the conclusion that the charges levelled against the Petitioner, the charge sheeted employee, have been proved and those customers were cheated by the Petitioner, the employee of the Respondent/Bank. A perusal of the enquiry report clearly shows that the Enquiry Officer has properly analysed the evidence of each witness and the documentary evidence placed before him and had come to the correct conclusion that the charges levelled against the Petitioner, the charge sheeted employee have been proved. The show cause notice, as per the procedure in Sastry Award, has been given and after the detailed explanation of the charge sheeted employee, the Disciplinary Authority has imposed the proposed punishment of dismissal from service. In the personal hearing, when Disciplinary Authority questioned the charge sheeted employee, the Petitioner herein, as to whether he wants to say anything, the Petitioner has told him that he had put in about 13 years of service in the bank and for the acts committed by him, the proposed punishment is too harsh and requested the Disciplinary Authority to be sympathetic to consider awarding lesser punishment. From this, it is seen that the charge sheeted employee, the Petitioner herein has handily admitted his misconduct and he had made representation only in respect

of the quantum of punishment. From the available materials, it is seen that the proved misconducts of the Petitioner are all acts prejudicial to the interest of the bank. So, the Disciplinary Authority has passed an order dated 4-2-87 accepting the findings of the Enquiry Officer as charges levelled against the Petitioner have been proved had imposed the punishment of dismissing the Petitioner from service. The Appellate Authority after perusing the records and the representation made by the charge sheeted employee, has permitted the charge sheeted employee to give evidence before the Enquiry Officer and he kept the appeal pending calling for finding from the Enquiry Officer. He has clearly stated that the appeal would be disposed of later. It is seen from the communication dated 22-4-87 of the Appellate Authority to the Petitioner that he has specifically stated that 'your appeal will be disposed of on receipt of additional finding from the Enquiry Officer. So from this, it is seen that he kept the appeal pending, till the receipt of fresh finding from the Enquiry Officer. The Appellate Authority, while passing that order has not set aside the order of the Disciplinary Authority passed on 4-2-87. He only just remanded the matter to the Enquiry Officer for further enquiry. It is seen from the proceedings that the additional evidence recorded in the enquiry before the Enquiry Officer have gone very much against the Petitioner. Then the Appellate Authority, after analysing the entire evidence, has passed the final order on 30-12-87 holding that the ends of justice will be met by confirming the punishment of dismissal without notice, awarded by the Disciplinary Authority. Against this, no record has been placed before this Tribunal that the Appellate Authority has set aside the order passed by the Disciplinary Authority. From all these things, it is seen that it cannot be considered as an ordinary misconduct but a grave misconduct. These acts of misconducts are squarely coming under para 521 of Sastry Award. Under that para under sub-para 4, it is defined as what are all the acts and omissions on the part of the employee are meant as gross misconducts. Under 4(j), it is stated as follows:—

'Doing any acts prejudicial to the interest of the bank are gross negligence or negligence involving or likely to involve the bank in serious loss'.

So, this is an act done by the Petitioner prejudicial to the interest of the bank because by these acts of misconducts, the Petitioner as an employee of the bank, has cheated the customers. The learned counsel for the Respondent/Management has argued that the confidence of customer is paramount for success of banking business and continuing in employment a person who committed fraud

on customers would be prejudicial to the interest of the bank. For this, he has relied upon a judgement of Madras High Court reported as 1999 1 LLJ 194 MANAGEMENT OF CATHOLIC SYRIAN BANK and INDUSTRIAL TRIBUNAL, MADRAS AND ANOTHER, wherein the Hon'ble High Court has held that "the Industrial Tribunal is a judicial forum, who records conclusions based on the findings and available relevant materials. Discretion vested in Tribunal to interfere with the quantum of punishment should be properly exercised by discharging its functions judicially. Discretionary power does not mean licence to direct reinstatement even where it is not warranted and to set aside the order of dismissal when records do not warrant such setting aside of order of dismissal. Industrial Tribunal cannot interfere with quantum of punishment, if proved misconduct is grave in nature warranting dismissal from service and failure to consider past conduct by itself is not sufficient to hold order of dismissal as not warranted, where proved misconduct is grave. It is further held in that judgement that the workman was employed in the bank where the confidence of the customer is paramount for the success of the business cannot be disputed and continuing in employment, a person who committed fraud on customers would be prejudicial to the interest of the bank. This decision is squarely applicable to the present facts of this case. The learned counsel for the Respondent/ Management has quoted another judgement of Supreme Court reported as 1997 4 LLN 5 between TARA CHAND VYAS and CHAIRMAN & DISCIPLINARY AUTHORITY AND OTHERS and has stated that "the charges based on documentary evidence cannot be objected to as no witness has been examined in the enquiry". It is held in that case that "the charge is based upon the documentary evidence, which has already been part of the record and copies therefor had been supplied to the Petitioner. Under those circumstances, we do not think that there is any manifest error apparent on the face of the record, warranting interference" and they have held that "the Enquiry Officer had elaborately discussed each charge and given reasons which were considered by the Disciplinary Authority and reached the conclusion that the charges were proved. So had the Appellate Authority and they are not like the Civil Court". Here also, the Enquiry Officer, the Disciplinary Authority and the Appellate Authority had elaborately discussed each charge and had given reasons and found that the charges levelled against the Petitioner have been proved. This decision also is applicable to the present facts of this case. In a case reported as 1998 3 LLN 89 between UNION OF INDIA and VISWA MOHAN the Supreme Court has held that "in

banking business absolute devotion, diligence and integrity needs to be preserved by every employee and in particular by bank officer. If this is not observed, confidence of depositors would be impaired and that when the charges were of serious nature, the order of dismissal from service can be confirmed. This decision of the Supreme Court is also applicable to the facts of the present case. In a case reported as 1999 1 LLJ 185 between SHIVAJI M.V. and GODREJ BOYCE MANUFACTURING CO.LTD. MADRAS AND ANOTHER the High Court of Madras has held that "when the employer has lost confidence on the employee, who has misconducted himself by forging the signatures for claiming false monetary benefits, apart from bringing bad name to the employer for not rendering services to the customer, whom the employer had already charged the dismissal from service as punishment for that grave misconduct cannot said to be disproportionate to the established charges." This decision also is applicable to the facts of the present case. As it has been stated earlier, the Petitioner himself has pleaded before the authorities for lesser punishment, it is seen from the proved misconducts that the Petitioner as the bank employee, has committed the same misconducts and thereby made the customers of the bank to believe that their amounts had been deposited in the bank in time. Under such circumstances, it can be held that the action of the management of State Bank of India in terminating the services of the concerned workman Sri M.A. Ramachandran w.e.f. 30-12-87 is justified. The authorities cited by the learned counsel for the Petitioner are not quite applicable to the facts of this case. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the action of the management of State Bank of India in terminating the services of Sri M.A. Ramachandran now deceased w.e.f. 30-12-87 is justified. Hence, the legal representatives of the concerned workman are not entitled to any benefits, as claimed in the amended claim petition.

No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 25th July 2002.)

K. KARTHIKEYAN, Presiding Officer

#### Witnesses Examined :

On either side : None

#### Exhibits marked:

On either side Nil

नई दिल्ली, 8 अगस्त, 2002

का. आ. 2732.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ अमेरिका के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-क्रम-लेबर कोर्ट, लखनऊ के पंचाट (संदर्भ संख्या आई. डी. नं. 87/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-08-02 को प्राप्त हुआ था।

[सं. एल-12011/34/89-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2002

**S.O. 2732.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 87/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of America and their workman, which was received by the Central Government on 07-08-02.

[No. L-12011/34/89-I.R.(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT LUCKNOW

#### PRESENT:

Rudresh Kumar, Presiding Officer.

**I.D. No. 87/2002 Delhi No. 17/90**

Ref No L-12011/34/98-I.R. Bank. I Date : 22-1-90

#### BETWEEN

Sh. Satish Chand Bedi, 25/54, Feroz Shah Road,  
New Delhi-110001

#### AND

The Head Operation, Bank of America, Hansalaya  
Building, 15, Barakhamba Road, New Delhi-110001

#### AWARD

By order No L-12011/34/89-I.R. Bank. I dated : 22-1-90, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub section (1) and Sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Satish Chand Bedi, 25/54, Feroz Shah Road, New Delhi-110001 and the head Operation, Bank of

America, Hansalaya building, 15, Barakhamba Road, New Delhi-110001 for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS. II dated 19-4-2002 the Central Government transferred this industrial dispute to this Tribunal for adjudication.

The reference under adjudication is reproduced :

"Whether the action of the Management of Bank of America for not giving Employment to Sh. Satish Chand Bedi, driver after 23-3-88 was justified? If not, to what Relief the Workman is entitled to?"

2. Shortly put; the case of workman, Satish Chand Bedi, is, that he was employed as driver in New Delhi branch at Bank of America w.e.f. 10-4-1980; that his service conditions were governed by the Bipartite Settlements applicable to banks; that he was on leave from 8-3-88 to 23-3-88; that during the said period he was called on 18-3-88 in the bank and was told that the officer of the Bank had met with a road accident while driving the official/staff car and that the workman should provide cover to him; that he was asked to put his signature on some typed papers and; that he was assured that it was simple formality and no harm whatsoever would be caused to him; that he put his signature on two more papers as directed by Shri Firoze Hansotia, Assistant Vice President (operations) of the bank, the contents of which were dictated by him; that the content of one of the said papers was taken in the handwriting of his sister called by Shri Hansotia. It is further stated that on his return from leave, he was told that his services have been terminated. He protested with no relief.

3. The management has refuted the claim of the workman and has stated voluntarily submitted resignation application in his own handwriting. The facts are; that Bank's Fiat car bearing no. DIC 3123 was found missing from the parking space. On enquiry a report was received from the night watchman that the workman has visited the bank during the previous night and had removed the car clandestinely. The bank subsequently received information that the said car was found abandoned in a damaged condition adjacent to the Yamuna bridge near Shahadara and was in the custody of the local police. Subsequently, the bank retrieved the car at cost of Rs. 14,000- approximately. A show cause memo was issued to the workman on 18-3-88 requiring him to show cause why disciplinary action be not taken against him for his gross misconduct. The workman has submitted his written explanation on receipt of show cause memo and admitted facts relating to removal of car and the accident but prayed for clemency. He pleaded for granting his resignation and submitted his resignation letter in his own handwriting, which was accepted on the same day. His dues were also cleared and he received payments. The management, thus, denies termination of the workman by not permitting him to join service after 23-3-88, in view of the fact that the workman voluntarily



resigned and the relationship of master and servant got snapped, as soon as resignation accepted.

4. The management submitted report of the night watch man and one another driver, Chander Pal, who had seen the workman removing the car, written reply of the workman in response to show cause notice as well the resignation letter Documents relating to payment of retiral dues also submitted. The workman has not denied signatures on papers produced by the management. He claims that his signatures were obtained on blank papers. This version is false, as some of the applications are written by him

5. The workman has not adduced any documentary evidence to rebut management's version. He filed his own affidavit. He admitted that the letter was written by his sister and bear his signature. He has also admitted that Jagat Bahadur was a chowkidar in 1988 and Chander Pal was also a co-driver. He had good relation with them. Both these persons had given in writing that the workman had removed the vehicle clandestinely. There was no reason for them to implicate him falsely. He did not deny signature on the cash receipts against which payments were received. All these documents show that the workman had resigned voluntarily to save his skin from possible punitive action, on receiving show cause notice. On acceptance of resignation letter, the relationship of master and servant got terminated and the workman was not in service of the bank and so could not have been permitted to join after 23-3-88

6. Accordingly, the action of the management in not giving employment to the workman after 23-3-88 was justified and he is not entitled to any relief.

7 Award as above

Lucknow

31-7-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 9 अगस्त, 2002

**का. आ. 2733.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमेरिकन एक्सप्रेस बैंक लिमिटेड के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-कम लेबर कोर्ट, नई दिल्ली के पंचाट ( संदर्भ संख्या आई. डी. सं. 75/2001 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-08-2002 को प्राप्त हुआ था।

[ सं. एल-12012/127/98-आई. आर. ( बी-1 ) ]

अजय कुमार, डैम्क अधिकारी

New Delhi, the 9th August, 2002

**S. O. 2733.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 75/2001) of the Central Government Industrial Tribunal-Labour Court, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of American Express Bank Ltd. and their workmen, which was received by the Central Government on 08-08-2002.

[No L-12012/127/98-I.R.(B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

**Presiding Officer : Shri Badri Niwas Pandey**

I D No.75/2001

Shri Sohrab Shamsi & Others (Masjid) Gurdwara  
Rakabganj, Church Road New Delhi-1. ..Workmen

Versus

American Express Bank Ltd.,  
(Travel Related Services)  
Wenger House, A-Block,  
Connaught Place,  
New Delhi-110001.

..Management

### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/127/1998/I R (B-I) dated 24-9-2001 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the workman, mentioned in Annexure, were defacto employees of the M/s. American Express Bank Ltd (Travel Related Services) and the action of the Bank in not regularising the services of Shri Sohrab Shamsi and Others from the date shown against their name is justified? If not, what relief these employees are entitled?”

2 Reference was received and registered on 30-10-2001 and case was fixed for 27-12-2001 on which date None appeared for the workman and Shri Gautam Dutta appeared for the Management. On 5-3-2002 Shri Neeraj Aggarwal appeared for Management and None for the workman and the case was adjourned to 27-5-2002 on which date also none for the workman appeared and Shri Gautam Dutta appeared for Management and case was adjourned to 5-8-2002. Today also none for the workman appeared and Shri Gautam Dutta appeared for the Management. Claim statement not filed despite several opportunities. It appears that the workman is not interested in prosecuting the case.

3. No Dispute Award is passed in this case leaving the parties to bear their own costs.

dated :—5-8-2002

B.N. PANDEY, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 69/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-07-2002 को प्राप्त हुआ था।

[सं. एल-12025/8(VI)/2002-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2734.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 69/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 25-7-2002.

[No L-12025/8/(VI)/2002 I R (B-II)]  
C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM-LABOUR COURT AT  
HYDERABAD

#### PRESENT:

Shri E. Ismail, Presiding Officer

Dated the 11th day of June, 2002

INDUSTRIAL DISPUTE L. C.I.D. NO. 69/2001  
(Old I. D. No. 1/2000 Transferred from Addl. I.T. cum-  
Labour Court, Hyderabad)

#### BETWEEN

Sri. T.A. Kalleswaran,  
S/o M.S. Arumugum,  
R/o 1-9-1113/31/A (New 462),  
S.H. No. 6, Vidya Nagar,  
Hyderabad-500 044

..... Petitioner

#### AND

1. The Deputy General Manager,

Zonal Office, Syndicate Bank,  
Khairthabad, Near Medwin,  
Hyderabad.

2. The General Manager,  
Syndicate Bank,  
Head Office,  
Manipal.

..... Respondents

#### APPEARANCES:

For the Petitioner : M/s. M. Dilip Rao, Advocates

For the Respondent : M/s. K. Srinivasa Murthy,  
Advocates

#### AWARD

This case I.D. No.1/2000 is transferred from Additional Industrial Tribunal-cum-Labour Court, Hyderabad in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-I.R. (C-II) dated 18-10-2001 and renumbered in this Court as L.C.I.D. No. 69/2001. This is a case taken under Sec. 2 A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Brief averments of the petition are: That the petitioner has worked for 26 years in Syndicate Bank without any complaint or allegation except the present one. While he was functioning as Special Assistant at Bahadurpura branch, the Respondent lodged certain irregularities against the petitioner and the petitioner was kept under suspension from 22-4-98 and a charge sheet was issued on 10-9-98. The Petitioner filed a reply to the said charge sheet denying all the allegations.

3. Later he came to know that one Sri A. Madhusudhan Rao clerk was instrumental in opening account No. 9419. The petitioner submits that the opening of the account is concerned, it was opened at the instance of Sri A. Madhusudhan Rao by another person Sri Balaji and so far as the photos are concerned the petitioner insisted for the photos and brought it to the notice of the Branch Manager. The then Branch Manager instructed to open the Account without photos. The account holder gave a letter of authority (0678) to Sri A. Madhusudhan Rao to transact the Account No. 9419 on his behalf. So far as the transfer of amount from one account to another it was done by other higher officials and he followed suit with oral instructions of the Branch Manager. So far as the alleged inflated figure No. 3 is concerned, Sri A. Madhusudhan Rao has accepted the same and reimbursed the amount fraudulently drawn by him. The petitioner could not be penalized for that and so far as the figure No. 3 inflated, checked or take a note of by his superior officers on 16-3-98 and the petitioners passed the cheque on 27-3-98 sufficient amount was there also the cheques mentioned were countersigned by higher officials.

4. It is a fact that on 27-3-98 the then Branch Manager went into the cashier cabin and instructed the cashier to accept the credit slip submitted by Sri A. Madhusudhan Rao without actual receiving this amount of Rs. 1 lac for issuance of pay order in favour of A.P. Beverages Corporation of Ltd. The Manager himself paid a sum Rs. 1 lac to Sri A. Madhusudhan Rao from his custody and advised the cashier to note the same in his books. With connivance of Sri A. Madhusudhan Rao and the Branch Manager, the then cashier innocently passed the credit slip for pay orders for Rs. 1 lac towards pay order on 27-3-98. But, however, when he has not received the cheque he insisted the Manager to procure the cheques before the closure of the cash transaction at 5 PM. Then Branch Manager and the cashier at a telephonic message from A. Madhusudhan Rao that two cheques were lying in his desk. A. Madhusudhan Rao came to the bank and entered the cheques in ledger. As the balance was very much there in account No. 9419 he insisted the petitioner to pass the cheques immediately as it was already 5 PM without giving any chance to the petitioner. The cashier is pressing his neck without leaving minute chance to breath. Then the petitioner has passed the cheques as per the bank's procedure and sent it for counter signature. He has not committed any misconduct or I.R. regularity. He is innocent and unnecessarily involved and made the scape goat of the incident. Whereas all the other officers escaped.

5. It is not proved in the enquiry that there is any connivance between the petitioner and Sri A. Madhusudhan Rao as alleged in the charge sheet. Confirmation from A. Madhusudhan Rao of inflating the figure No. 3 and reimbursement of the cash is remitted clearly evident from the records.

6. The first withdrawal from S.B. A/c No. 9419 was not allowed by the petitioner and allowed the transaction by another officer namely Sri Eashwaran who countersigned the cheque and no disciplinary action is taken against him.

7. Account is opened by Sri Balakrishna and the petitioner only authorized the account. There was no written instructions to know about the reasons from the customers to withdraw the amount. The petitioner came to know latter that cashier and Branch Manager colluded with each other and unnecessarily a case was foisted against the petitioner without substantial evidence.

8. About the transfer and payment of the cheque mentioned in the charge sheet it is approved that the counter signature of higher officials. So far as the inflated figure is concerned the other officer did not take note of the inflated figure while cheque credited entered of Rs. 75, 000/- on 16-3-98 and the so called inflated No. 3 in S.B. A/c No. 9419 is visible on 16-3-98 and it was checked

by another officer. So far as the passing of the cheque for two lakhs and two cheques for Rs. 60, 000/- each has been passed as sufficient balances was there in the S.B. A/c and all these cheques were countersigned by higher officials. The petitioner has followed bank procedure and precedent as it was followed by other officers in this regard.

9. The so called enquiry is not proper, illegal, bad and irrelevant. Hence, the enquiry officers report submitted on 18-12-98 is biased, unilateral and without considering the facts. Further, it is bad because the enquiry went behind the scope of the enquiry. Basing on such enquiry report respondent No. 1 stepping in the shoes of the management and punishing the petitioner with compulsory retirement from service with immediate effect by issuing proceeding ref. No. PRS/DEM/Hyderabad/1999/7 dt. 19-3-99 is unilateral, biased, motivated, illegal and improper. The first respondent without any valid reasons and without considering the issues discussed in the enquiry he passed impugned order of 19-3-99 punishing the petitioner for compulsory retirement with immediate effect is contrary to so far as facts and law is concerned. Therefore it is not sustainable in the eye of law. The account was opened properly, the transfer of amounts from one account to another was precedent as it was already done by other officers. The appeal also dismissed by 2nd respondent without any valid reasons and contrary to records. The other officers who were involved in this issue such as the then Branch Manager, scroll officer Mr. Singaiah, the Assistant Manager Eshwaran, the then cashier Balakrishna were not awarded punishment of compulsory retirement by the respondent. Hence, the petitioner is unnecessarily implicated and he is innocent of the incident and is singled out and awarded punishment of compulsory retirement which is disproportionate it violates Art. 14 and 16 of the Constitution of India. Therefore, it is clearly covered by the Judgement reported in ALT 1997(3) page 556 for maintenance of ID before this Court. Hence, it is prayed that the proceedings No. PRC/DGM/Hyderabad dt. 10-3-99 be declared as invalid, and the petitioner be directed to be reinstated with all consequential benefits, back wages and seniority w.e.f. 22-4-98.

10. A counter was filed with the following averments. That the respondent bank is a public sector bank which deals with public money and where public interest is involved devotion to duty diligence, integrity and honesty are required for safeguarding the interest of the public if it is not observed the confidence of the public would be impaired with delinquent employee working as Special Assistant at Bahadurpura branch between 28-6-93 and 22-4-98. He was placed under suspension and charge sheet was issued on 10-9-98 for committing gross misconduct. The charge sheet reads thus

- a. The petitioner failed to ensure the presence of the depositor and failed to insist/obtain his

photograph while opening SB Account 9419 in the name of Sri Shiva Sai Kumar.

- b. No cheque book was issued to the said SB Account 9419, but he authorized payment of one cheque bearing No. 417789 issued for OD Account of Sri A. Madhusudhan Rao, staff and two cheques bearing No. 357068 and 357069 for SB Account 7467 of Md. Iqbal, without such cheques having been issued/given to the said SB Account No. 9419,
- c. He authorized transfer of funds on a number of occasions from the said SB Account 9419 to SB 5550 of Sri A. Madhusudhan Rao, staff without ascertaining the reason/purpose of such transfers/unusual transactions though the beneficiary was a staff member;
- d. He failed to ensure/block the blank cages under the balance column on 9-3-98 which facilitated adding of number '3' in the lakhs column of the balance so as to fraudulently inflate the balance from Rs. 20930/- to 3,20,930 on 9-3-98, from 95,940/- on 16-3-98 and he authorized payment of two cheques of Rs. 1 lac on 27-3-98 and two cheques of Rs. 60,000/- each on 28-3-98 in excess of his authority when the balance in SB Account 9419 was fraudulently inflated by the insertion of figure '3' in lakhs column in a different handwriting.

11. The delinquent submitted his reply dated 9.10.98 to the above charge sheet and the same was not found satisfactory. The disciplinary authority ordered departmental enquiry and enquiry officer was appointed. The enquiry was conducted following the principles of natural justice. The employee was given fair opportunity.

12. The further averments regarding enquiry are not necessary in view of the fact that a memo was filed on 24-4-2002 conceding that the domestic enquiry held is valid. Therefore, the averments regarding the conducting of proper enquiry are not written here.

13. It is further submitted in the counter that it is contended by the petitioner that Sri A. Madhusudhan Rao has reimbursed the amount fraudulently withdrawn by him and that the petitioner should not be penalized. The fact remains that the insertion of figure three in the balance column for inflating the balance amount and with such an inflated amount the petitioner passed the cheque on 27-3-98 as admitted by him. It is not very much material whether the petitioner's superior officer checked or taken note of the insertion of the figure of 16-3-98 or whether the cheques passed on 27-3-98 by the petitioner were countersigned by higher officials and it is not correct to claim that such countersigning by higher officials amounts to certifying the actions of the petitioner. Further as per the enquiry findings the petitioner failed to ensure to block

blank cages under balance column of 9-3-98 and in the process facilitated adding of number three in the lakhs column of the balance so as to inflate the balance on 9-3-98 and on 16-3-98 he only authorized payment of two cheques for Rs. 1 lac each on 27-3-98 and two cheques of Rs. 60,000/- each on 28-3-98 when the balance in the Account was fraudulently inflated by the insertion of figure three in the lakhs column of the balance. Therefore, not standing the petitioner's contention that sufficient amount was there on 27.3.98 in the Account and that the cheques were not countersigned by higher officials, the serious lapse on the part of the petitioner cannot be undermined particularly in the context of circumstances and the pattern of such lapses visible right from the opening of the Account. The very fact that the petitioner admits to have passed the cheques in a hurried manner at the instance Sri A. Madhusudhan Rao that to at about 5 PM throwing all cautions to the winds speak in volumes. Having passed such cheques his present claim that he is innocent and unnecessarily involved and made a scape goat is totally unjustified and irrelevant. His pleading of innocence and citing that he has been unnecessarily involved is total untenable when he accepted every piece of transaction in the chain of events and the very opening of the said Account, various transactions put through the said Account including the insertion of figure three caused in the blank unblocked cage and thereafter withdrawal of the amount thus inflated. The other officers were also proceeded against with disciplinary action in respect of their corresponding lapses of negligence.

14. Further it is respectfully submitted that the petitioner admits to have authorized the opening of Account supervised opening/operations in the said Account while functioning as Special Assistant and the reasons/justifications furnished to the effect that the Account is opened by Sri Bal Krishna and there existed no written instructions to elicit reasons from the customers for withdrawing the amount clearly besides the point vis. a. vis. is rules. Moreover, while authorizing the opening of the Account the petitioner has failed to insist the presence of the depositor which is very serious.

15. The question of interfering the punishment does not arise since tampering the record falsely of Accounts are serious misconduct. As far as bank officials are concerned they regularly deal with public money and it is not possible to run banking institutions with these type of persons and the general public may lose confidence in the bank. The punishment of compulsory retirement imposed on the petitioner for such grave misconduct is not shockingly disproportionate. Hence, reference may be rejected.

16. Before conceding by filing a memo on 24-4-2002 that the domestic enquiry held is valid in the other Court, i.e., from where the case is transferred that is Additional Industrial Tribunal-cum-Labour Court, Hyderabad. The petitioner examined himself in chief as WW1. He was not

cross-examined either in the Additional Industrial Tribunal Cum-Labour-Court or here. However, the evidence cannot be taken into consideration for the simple reason that once the domestic enquiry is conceded to have been validly conducted, proviso of Sec. 11 A of the I.D. Act itself rules thus, "Provided that in any proceeding under this Section the Labour Court, Tribunal or National Tribunal as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter."

17. No doubt, Ex. W1 to Ex. W16 were marked by WW1 in his examination in chief yet again as that evidence cannot be taken into consideration exhibits W1 to W22 and Ex. M1 to Ex. M13 were marked with consent and final arguments heard.

18. The question to be decided is whether the punishment awarded for the alleged misconduct is proportionate or not and if disproportionate, what is the other punishment that can be given in lieu of compulsory retirement

19. It is argued by the Learned Counsel for the petitioner that a charge sheet was issued by the bank making certain allegations against him stating that he has authorized transactions mentioned 1 to 12 in the charge sheet. It is also clearly written in the charge sheet that an authorization letter O.G. 78 authorizing Sri A. Madhusudhan Rao clerk, of the same branch was given to operate the said S B. Account which was also kept on the record. The allegations against (the petitioner are : 1) He failed to insist for photos, (2) No cheque book was issued to the said account, (3) he did not ascertain the reason for transfer of amount from one account to another, (4) failure to ensure to block the blank cages, (5) that the petitioner authorized the payment of the cheques in his authority, (6) and he connived with Sri A. Madhusudhan Rao for operating the account. The Learned Counsel argues that Sri A. Madhusudhan Rao came to the branch along with a person by name Shiva Sai Kumar, he approached Sri Balachander Attender in the branch to help in opening an account. Sri Balachander then taken him to one Bikshapathi Goud an account holder then they approached the ledger clerk Balakrishna for opening the account. It is the ledger clerk, Balakrishna who opened the account and not the petitioner. As a supervisor he insisted for photos. But, A.M. Rao is a very close friend of the Manager and sought his help. The Branch Manager then advised the department to accept the account without photos and have it later on. Even then the petitioner endorsed on the top of the ledger folio stating, "No photos" which was marked as Ex. W1. So far as the 2<sup>nd</sup> allegation is concerned as A.M. Rao is an influenced person he would have managed to issue loose cheques. Coming to the 3<sup>rd</sup> allegation there is no procedure in the branch to ascertain the reason for such normal transfer/transactions when the beneficiary was a staff member. So far as blocking the blank cages are concerned in the entire branch that

procedure of blocking the blank cages is not followed by anybody. So making allegations that the petitioner did not do the same has no meaning at all.

20. The Learned Counsel for the petitioner further argues that it is very much important that on 16-3-98 Rs. 75,000 credit by way of cash credited in the account and entry was made by ledger clerk and confirmed by Mr. Eshwaran showing the account as on 16-3-98 to Rs 3,95,940. Had Mr. Eshwaran blocked the column on 16-3-98, fraudulent act done by Mr. A.M. Rao could not have been taken place. Basing on the figures mentioned in the column of the account holder as on 16-3-98, it was confirmed by Mr. Eshwaran shown as Rs. 3,95,940. Basing on the said balance he has authenticated the cheques entered on 27<sup>th</sup> and 28<sup>th</sup> March, 1998 are proper and all the cheques are countersigned and passed for payment by his superior Sri Singaiah, Asstt. Manager.

21. He further argues that on 27-3-98 Sri A.M. Rao is on leave and the Branch Manager Sri M. L. N. Shenoy requested the cashier M. R. Balakrishna to accept the credit slip given by A.M. Rao for pay order purpose and taken Rs. 1,00,000 by cash and advised the cashier to take the cheques before the closure of the day account.

22. Afterwards the Manager received a telephonic message from A.M. Rao who told the Manager as well as the Asst. Manager Sri Eshwaran that the cheques are lying in the desk and he is coming to the bank. Accordingly, Mr. A.M. Rao came to the bank and submitted the cheques for pay order and cash taken by the Manager, as the balance was very much there in the account. He further argues that A.M. Rao has given a letter to the bank admitting the fact that he inserted the figure 3 in lacs the columns that he used the amount of the account holder for the construction of his house without knowledge of the account holder namely Sri Shiva Sai Kumar. When Shiva Sai Kumar has insisted Mr. A.M. Rao to get his money from the account Mr. A.M. Rao raised the balance by inflating the figure 3 in lacs column to pay back the amount and get rid of the account holder Sri Shiva Sai Kumar and it was marked as Ex. W8. It is also on record that Mr. A.M. Rao has reimbursed the amount with interest and as such there is no financial loss caused to the bank.

23. Further, the Branch Manager, Shiva Sai Kumar, A.M. Rao were not examined in the enquiry. The bank has not filed any criminal case against Shiva Sai Kumar or A.M. Rao for giving false information. That specific allegation against him is made. That Mr. A.M. Rao was dismissed and he approached the Hon'ble Supreme Court and the Hon'ble Supreme Court has set aside the dismissal orders of A.M. Rao and directed the bank to pay the salary and he is receiving the salary at the same branch that is, Bahadurpura branch. That petitioner's age is 54 and he has already undergone sufficient punishment. Therefore, the petitioner may be directed to be reinstated with all benefits.

24. It is argued by the Learned Counsel for the respondent that the petitioner Sri Kaleswaran authorize Sri K. Rami Reddy, Secretary, State Bank Employees Union to defend him in the case and accordingly same is taken on record with due acceptance of Sri K. Rami Reddy. That the petitioner herein was working as Special Assistant from 1-12-96 in Syndicate Bank and current account department. And it is he who opened the S.B. Account No. 9419 in the name of Sri Shiva Sai Kumar on 23-5-97. No Photo of the account holder has been fixed either on the account opening form or in the specimen signature card. The said account was introduced by one Sri Bikshpathi Goud, an account holder adjacent to the branch at the instance of attender Sri Balachander, who in turn informed about his having arranged the same at the instance of Sri A.M. Rao, clerk of the branch. Along with the account opening form a letter authorizing Sri A.M. Rao to operate the account was given and actually there is no such person as Sri Shiva Kumar residing in the address given in the application form. A fictitious account was opened. Then the account was opened without obtaining the photo of the account holder and without verifying the customer in person. The prefixing of 3 was being glaring the charge-sheeted employee still passed the cheques without verifying. It is he who facilitated Sri A.M. Rao to withdraw the amount of Rs.3,20,000 from the account by not blocking the unused columns and passed four cheques which were obtained by Sri A.M. Rao.

25. He further argues that the petitioner admitted to have passed the cheques in a hurried manner at the instance of Sri A. Madhusudhan Rao that too at about 5 PM throwing all cautions to the wind, speaks in volumes. He accepted every piece of transaction in the chain of funds and the very opening of the said account, various transactions put through the said account including the insertion of figure '3'. Hence, he cannot claim any new sense. And further, at the time of the opening the account the petitioner has failed to insist the depositor's presence and photos which is a serious lapse. It may be seen that he has authorized transfer credits by passing the cheques from the said account to another staff account on 21 occasions. That any reduction in the proposed punishment would undermine the confidence of the public on the employees was also dismissed. Each case is different having relative merits attached to it.

26. It may be seen that no doubt what roles others might have played but the petitioner herein Sri Kaleswaran also has not been diligent is an admitted fact and the question is whether the lapses committed by him are so serious to warrant a punishment of compulsory retirement. If not, whether it is a fit case to exercise the powers under Sec. 11A of the I.D. Act and award a lesser punishment. Ex.W1 is the opening of the account in the name of one Sri Sai Kumar without photo and without his occupation. Balachander, Attender states that Sri Madhusudhan Rao a

staff member asked him to arrange for introduction, that he arranged for an introduction by Sri Bikshapathi Goud, a customer. He does not know anything else. Sri Bikshapathi Goud, a customer gave a letter Ex W4 that he introduced the account holder Sri Sai Kumar when the Attender asked him to sign, he simply signed without knowing him. Ex.W5 is a letter from Sri Madhusudhan Rao that he was asked to operate the account, he has done so and withdrawn the amount from Sai Kumar's account without his notice, for his house construction and he paid back the amount and he asked for mercy. It may be seen that Ex W8 is the charge sheet. It shows that there was lot of unusual transfers from Sri Sai Kumar's account to one of the staff members Sri Madhusudhan Rao's account. I am afraid if there are one or two instances, perhaps there may be a lapse on the part of the petitioner in not questioning the same. It is rather surprising that even the Branch manager or other superior officers did not object. A word of caution that it is most undesirable for any bank employee to take authorization of operating any customer's account, unless he is closely related or there are so unusual circumstances exist as the account holder is physically incapacitated or some such thing it justifies. I am sure that bank would henceforth issue instructions that in normal circumstances no employee of the bank should be allowed to operate the account of any customer. Anyway in the instant case we see number of cheques going from the name of Sri Sai Kumar to Sri Madhusudhan Rao, Clerk's account and Ex.W9 is the reply of the delinquent employee, Kaleswaran in that he admits that he transferred funds from Sai Kumar's account to Madhusudhan Rao's account, a staff member, was done because Madhusudhan Rao told him that due to telephone calls received from the party he permitted him to do so without insisting for confirmatory cheques or separate authority letter on the spot. He also admit that he did not block the blank cages. Of course, the Learned Counsel relied that Sri Madhusudhan Rao has admitted his guilt and paid back Rs.3,20,000. Hence, he alone is responsible. Therefore, after all, if he has got a role to play it is only a minor role and out of trust in his colleague Madhusudhan Rao this happened.

27. Further, in the enquiry proceedings Ex. M8, we find the delinquent employee was represented by Sri K. Rami Reddy, Secretary, State Bank Employees Union to defend him in the case and accordingly he has been defended. From all the above circumstances, I am unable to agree with the contentions of the Learned Counsel for the petitioner although it was stated by the petitioner while the case was going on in arguments that Sri Madhusudhan Rao has been reinstated but no such proof is there. His lapses are on number of occasions without confirmatory letter or any other thing. He should have smelt fish when such large number of transactions done and the amount transferred from Sri Sai Kumar's account to Sri Madhusudhan Rao's account the only conclusion is he

was hand in glow with Madhusudhan Rao or he was so native in either case his retention in the bank is not desirable. Further, he is already 54 years of age and perhaps as he himself has not directly caused any loss to the bank and the only beneficiary was Sri Madhusudhan Rao. The bank has taken lenient view and compulsory retired from services of the bank with immediate effect. That means he gets all the benefits and the only loss to him is that he is retired a few years earlier. I have given serious thoughts but I do not think it desirable to reduce the punishment and the punishment of compulsory retirement given by the bank is appropriate and it does not warrant any interference by this Court under Sec 11A. Award passed as follows :

The petitioner is not entitled to any relief and the punishment of compulsory retirement passed by the bank is reasonable under the circumstances of the case.

Dictated to Kum. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me in the Open Court on this the 11<sup>th</sup> day of June, 2002.

E. ISMAIL, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
--	--

WW1 : Sri T A. Kaleswaran	NIL
---------------------------	-----

#### Documents marked for the Petitioner

- Ex. W1 : Copy of account opening form in the name of Sri Sai Kumar
- Ex. W2 : Copy of letter of Sri Balachander (in Telugu) dt 9-5-98
- Ex. W3 : Copy of translation of Ex. W2
- Ex. W4 : Copy of letter of Sri Bikshapathu Goud (in Telugu) dt. 3-4-98 & Copy of translation.
- Ex. W5 : Copy of letter from Sri A. Madhusudhan Rao dt. 3-4-98
- Ex. W6 : Copy of cheque drawn on 28-3-98 No. 357069.
- Ex. W7 : Copy of cheque drawn on 28-3-98 No. 875869
- Ex. W8 : Copy of charge sheet No. CGS/HYD/98/134 dt. 10-9-98
- Ex. W9 : Copy of reply to charge sheet dt. 9-10-98
- Ex. W10 : Copy of enquiry proceeding 10-9-98
- Ex. W11 : Copy of enquiry report dt 10-9-98
- Ex. W12 : Copy of Minutes of enquiry proceedings dt. 19-11-98.
- Ex. W13 : Copy of appeal of WW1 dt. 29-3-99
- Ex. W14 : Copy of appeal of WW1 dt. 10-4-99
- Ex. W15 : Copy of final order No. 388/254(8)/I.R.S dt. 19-3-99
- Ex. W16 : Copy of letter No. 58/PD/I.R D(W)/DA-7 dt. 26-7-99

#### *Documents marked for the Respondent*

- Ex. M1 : Copy of letter No. 58/PD/I.R.D(W)/DA-7 dt 26-7-99
- Ex. M2 : Copy of Lr. No. PRS/DGEM/HYD/99/7 Dt. 19-3-99
- Ex. M3 : Copy of proceedings of hearing dt. 10-9-98
- Ex. M4 : Copy of reply of WW1 to show cause notice, dt. 5-3-99
- Ex. M5 : Copy of Lr. No. 264/254(8)/I.R.S dt. 18-2-99
- Ex. M6 : Letter from Sri K. Rami Reddy reg. enquiry proceedings dt. 8-1-99
- Ex. M7 : Copy of enquiry report dt. 10-9-98
- Ex. M8 : Minutes of enquiry proceedings dt. 10-9-98
- Ex. M9 : Copy of letter No. 1999/254/(8)/I.R.S dt. 15-10-98
- Ex. M10 : Copy of reply to charge sheet dt. 9-10-98
- Ex. M11 : Letter No. 1927/254(8)/I.R.S dt. 28-9-99
- Ex. M12 : Copy of charge sheet No. CGS/HYD/98/134 dt. 10-9-98
- Ex. M13 : Copy of Memo No. 747/254(8)/I.R.S dt. 22-4-98

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इश्यूरेन्स कं. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 39/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2002 को प्राप्त हुआ था।

[सं. एल-17012/31/79 (डी-4) (ए)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/94) of the Industrial Tribunal Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of United India Insurance Company Limited and their workmen, which was received by the Central Government on 23-7-2002

[No L-17012/31/79-(D-IV) (A)]

C. GANGADHARAN, Under Secy

#### **ANNEXURE**

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL  
NADU, CHENNAI-104

Present

THIRU S. K. KRISHNAN, B.A B.L.,  
Industrial Tribunal

**Industrial Dispute No. 39 of 1984**

Dated the 28th day of June, 2002

(In the matter of dispute for adjudication under Sec. 10(1)(d) of the Industrial Dispute Act, 1947 between the Workman and the Management of United India Insurance Company Ltd., Madras-6).

**Between**

The workman represented by

The General Secretary,  
General Insurance Employees' Association,  
South Zone, Bharath Insurance Building, Annexe  
New No. 93, Mount Road, Madras-600 002.

**And**

The Manager,  
United India Insurance Company Limited,  
24, Whites Road, Madras-600 006.

**REFERENCE :** Order No. L-17012/31/79-D, IV (A), dated 5-5-1984, Ministry of Labour, Govt of India, New Delhi

This dispute after remand, coming on for final hearing on Monday, the 24th day of June, 2002, upon perusing the reference, Claim and Counter Statements and all other material papers on record and upon hearing the arguments of Thiru. D. Hariparanthaman for Thiru. K. Chandru, Advocate appearing for the Workmen and the Management being absent, this Tribunal made the following :

**AWARD**

The Govt. of India has referred the following issue for adjudication by this Tribunal :

"Whether the action of the management of United India Insurance Company Limited, Madras in categorising Shri T.S. Santhanam, as Special Assistant is fair, just and legal? If not to what relief is the workman concerned entitled?."

2. The main averments found in the Claim Statement of the Petitioner are as follows :

T. S. Santhanam was employed by the Madras Motor General Insurance Company Limited in the year 1961 as Junior Assistant at their Madras office. Subsequently he was promoted as Senior Assistant. The Insurance business was nationalised by the General Insurance business (Nationalisation) Act, 1972 by which the Madras Motor General Insurance Company Limited was also nationalised and was attached to the United India Insurance Company Limited. By virtue of the powers conferred under Sec. 16 of the Act, the Central Government framed a scheme known as General Insurance (Rationalisation and Revision of Pay scales and other conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974. Another scheme viz

General Insurance Scheme 1975 was framed for officers. Before the nationalisation the different companies which were doing General Insurance Business were adopting different standards for categorisation of their employees and the designation also differed from Company to Company. Even though the post of Senior Assistant in Madras Motor General Insurance Company Limited, was designated as a clerical post, the duties that were entrusted to the said post and performed by T. S. Santhanam were that of an officer cadre. This would be clear from the various duties that were entrusted to T. S. Santhanam by the Madras Motor General Insurance Company Limited, before its nationalisation. The above referred two schemes were framed by the Central Government to bring uniformity among various designations and categories that were found in various private General Insurance Companies. Under this scheme persons who were already holding a particular post with a particular responsibility would be automatically categorised and fitted into any one of the schemes. A reading of these schemes would make it clear that it was not the label that mattered but it was the nature of duties performed by an employee which mattered. Before nationalisation, while working in the Madras Motor General Insurance Company Limited, Santhanam was deputed to their Cuddappah area to develop their business and also to better service. Therefore, he was asked to proceed from Nellore branch and posted at Cuddappah with effect from 1-6-1971. But due to the nationalisation this note put up by the Divisional Manager was not given effect to. Even before nationalisation, the Madras Motor General Insurance Company Limited had 5 Divisional offices viz Madurai, Bangalore, Vijayawada, Coimbatore and Nellore. The workman was posted to Nellore Divisional Office on 15-1-64. At the time in all the 5 divisional offices except at Nellore there was a Divisional Manager, one Branch Manager, for development, one Divisional Accountant, and one Branch Accountant for accounts. However, at Nellore alone Santhanam was put in complete charge of accounts, Establishment, Statistics Departments, and overall supervision of underwriting departments. He was also authorised to pass claims approved by the Claims Committee after due verification of the bills, to visit sub-branches of Chittoor, Kurnool, Cuddappah and Adoni for inspections, to sign documents and operate bank accounts just like other Divisional Managers and Branch Managers. Under his stewardship the Nellore Divisional Office stood first for finalisation of accounts among the other Divisional offices. The accounts for the year 1974 were finalised by him even in Feb' 1975. Taking note of this fact, he was deputed to go to Guntur branch of Vijayawada Divisional office for finalisation of their accounts. Without taking note of the duties, and responsibilities performed by Santhanam, the categorisation Committee constituted by the respondent gave an Order dated 23-9-74 and found him eligible to be categorised only as a Senior Assistant, which designation he was already having. The workman preferred



an appeal dated 20-11-75 to the Chairman-cum-Managing Director of the respondent to which the respondent without applying their mind, replied by the order dated 30-3-76 rejecting his request. Even the officer in charge of the Nellore branch submitted a Note to the Divisional Manager (vide his letter dated 13-4-76) asking the respondent to categorise him as an Officer. Santhanam also preferred an appeal to the Board of directors by his petition dated 21-1-77, but he did not receive any reply. His reminder to the Managing Director by his letter dated 13-2-78 also did not bring any response. Even though he was not categorised as an officer as per the 1975 scheme, realising the potentials of Santhanam, the respondent deputed him for the purpose of clearing pending work in the accounts departments in various divisional offices. The action of the respondent categorising Santhanam as Senior Assistant is unfair, unjust and illegal. Under the clause 3(i) of the 1975 scheme, it has been stated that an 'Officer' means an employee appointed in India before the commencement of this scheme and serving whether in India before the commencement of this scheme and serving whether in India or outside India, in a position other than supervisory, clerical or subordinate position and categorised as holding any of the posts referred to in the Schedules but does not include an employee declared as a member of the development staff by the committee appointed by the Board. Under clause 15 of the scheme the respondent has powers to relax any provision of the scheme where a grave hardship is caused. Number of employees working in the development side of Madras Motor General Insurance Company Limited holding posts of similar to that of Santhanam were categorised as Assistant Administrative Officers, inspite of the scheme, 1975 not providing for any such categorisation. It is incumbent upon the respondent to categorise him as an officer under the 1975 scheme, in view of what is stated above. The action of the respondent in categorising him as a Senior Assistant as per 1974 Scheme is arbitrary and without basis. The petitioner has suffered huge monetary loss. The persons who were working along with him have now become officers and have got solid promotions. Therefore, an award may be passed holding that the categorisation of T. S. Santhanam as Senior Assistant is illegal and directing the respondent to categorise him as an officer as covered by 1975 scheme and also directing that after putting him in the proper designation and scale of pay, to pay him the arrears of pay and other attendant benefits with effect from the date on which 1975 Officer's scheme was promulgated.

### 3 The main averments found in the Counter Statement of the Respondent are as follows :

There is no industrial dispute between the petitioner and the respondent herein, and consequently this Tribunal has no jurisdiction to decide the issue which has been referred. The reference is not valid. The General Insurance business was taken over by the Central Government on 13-5-71, by an ordinance and by an Act with effect from

1-1-73. The General Insurance (Rationalisation of Pay Scale and other conditions of service of Supervisory, Clerical, and subordinate Staff) scheme was introduced on 27-5-74. Another scheme called General Insurance (Rationalisation of Pay scales and other conditions of service of Officers) 1975 came into force on 1-10-75. If the petitioner is aggrieved in the matter of categorisation, he could only invoke the provisions of the scheme and approach the authorities prescribed under the scheme, and not seek recourse under the Industrial Disputes Act. The scheme also provides for appeal against categorisation etc. The petitioner has exhausted the remedy provided under the scheme. It is not open to the petitioner to invoke the provisions of the Industrial Disputes Act. The petitioner cannot be called as a workman under Section 2(s) of the Act, even assuming that he could invoke the provisions of the Industrial Disputes Act. The reference itself is invalid. This Tribunal has no jurisdiction to decide the issue. The Government once declined to make a reference, but, latter on by their order dt. 5-5-1984 straightaway referred this issue. Once the Government decline to make a reference, though it may have powers to review the same, such power can be exercised only if fresh materials are brought to the notice of the Government and not on reconsideration of the same old facts. No fresh materials have been brought to the notice of the Government in this case. Before making the reference the employer should be given an opportunity. Therefore, the reference is illegal. the allegation that Santhanam was performing the duties of an Officer cadre is denied. But, he was working as a Senior Assistant, which was a clerical cadre. He was also performing the duties of a clerk. The petitioner was categorised in accordance with the scheme, and there is no violation of the provisions of this scheme. Reference to various duties alleged to have been performed by him are not admitted. The other allegations in para 8 have no relevancy. Appeal filed by the petitioner was rightly rejected. The petitioner is put to proof of the allegation with regard to the note alleged to have been put up by the Divisional Manager on 13-4-76. The categorisation of Santhanam as Senior Assistant is valid, and is in accordance with the scheme, after taking into account several factors enumerated in the scheme. The petitioner does not fit in with the definition of an 'Officer' contained in clause 3(i) of 1975 scheme. Clause 15 of the scheme has no relevancy. Even though the respondent has powers to relax the provisions of the scheme, the same cannot be demanded as a matter of right. There is no arbitrariness or injustice in the categorisation of petitioner. There is no warrant for interference. The petitioner's prayer cannot be granted by this Court. Therefore, the claim may be rejected.

4. The Point for consideration is whether the action of the management of United India Insurance Company Limited, Madras in categorising Sri T. S. Santhanam, as Special Assistant is fair, just and legal? If not to what relief is the workman concerned entitled?

5. On behalf of petitioner, WW1 Thiru T. S. Santhanam

has been examined and Ex. W1 to W6 were marked. On behalf of respondent/management MW1 Th. Yalla Shekar has been examined and Ex. M1 to M10 were marked

6. The Point : Thiru T. S. Santhanam was employed as a Junior Assistant at Madras Motor General Insurance Company Limited during the year 1961. Subsequently he was promoted as a Senior Assistant. During the year 1972, the Insurance Company business was nationalised by the Central Insurance business (Nationalisation Act) 1972. The Company in which Thiru T. S. Santhanam was working attached to United India Insurance Company Limited. By virtue of the powers conferred vide Section 16 of the Act, the Govt. of India formulated two schemes (1) General Insurance Rationalisation and Revision of Pay Scales and other conditions of service of supervisor, Clerical and Subordinate Staffs (Scheme) 1974. (2) General Insurance (Rationalisation of Pay Scales and other conditions of services of Officers) Scheme 1975. Thiru T. S. Santhanam was categorising as Senior Assistant under the first Scheme 1974. Since T S Santhanam was handling all works of an officer prior and after the nationalisation of the Insurance business he claims that he must be placed in a proper position in the officer category. The categorisation Committee passed an Order on 23-9-1974. In that order Mr. T. S. Santhanam was categorised as a Senior Assistant. As against the order, he preferred an appeal dt. 20-11-1975. His claim was rejected on 30-3-1976 and thereafter he preferred an appeal before the Board of Directors on 21-1-1977. No response from the Board of Directors in connection with his claim. Since the individual's reasonable claim was totally neglected by the concerned authorities, the Union wherein the individual was a member, took up his case and raised an industrial dispute before the Asstt. Commissioner of Labour (Central) on 6-9-1979. After several representations by the Union, before the Govt. of India, finally the matter was referred to this Tribunal for adjudication of the issue. The above stated facts are all the admitted facts. During the course of adjudication, this Tribunal framed four issues and thereafter an award was passed rejecting the claim of the petitioner's union. As against the award passed by this Tribunal on 30-11-93, the petitioner's union approached the Hon'ble High Court by way of filing a Writ petition No. 6871/94 for quashing the award dt. 30-11-93. While discussing the matter, the Hon'ble High Court set aside the findings of the Issue No. 3. The issue No. 3 is as follows

"whether the reference is invalid without notice to the respondent and without hearing the respondent."

The Hon'ble High Court while discussing the Issue No. 3 relied the following decision of the Hon'ble Supreme Court *Sultan Singh Vs. State of Haryana* 1996 (1) L.L.J. 879. Following legal principles laid down in that decision, the Hon'ble High Court set aside the findings of Issue No. 3. The Hon'ble High Court observed as follows :

"In view of the legal position enunciated by the Supreme Court, it is clear that, it is not necessary to issue notice to the employer nor consider their objection and not to hear them before making reference by the competent Government. This legal position has not been seriously disputed by the learned counsel appearing for the second respondent management. By applying the said principle, the contrary conclusion arrived at by the Tribunal to Issue No. 3 is set aside."

7. While quashing the award passed by this Tribunal dated 30-11-93, the Hon'ble High Court observed as follows .

"In the light of the submissions made and also of the material placed, I have carefully perused the discussion and the ultimate conclusion of the tribunal. As rightly argued on the side of the petitioner, the Tribunal concentrated mainly on the other issues. I am also satisfied that though it had discussed the merits of the claim made by the petitioner the serious exercise has not been done by the Tribunal "

While discussing the said fact, the Hon'ble High Court relied the decision of the Hon'ble Supreme Court *Workmen Vs. Manager Oriental Fire and General Insurance Co. Ltd.* reported in 2001 SCC (L & S) p. 791. Following the legal principle laid down in that decision, the Hon'ble High Court observed the following direction :

"By applying the said principle and in view of the fact that the Tribunal has not gone into the matter in detail I am of the view that the matter has to be remitted to the Tribunal for fresh consideration. Accordingly the matter is remitted back to this Tribunal with a direction to dispose the matter within a period of 6 months."

8. After the receipt of the records from the Hon'ble High Court, this Tribunal issued notice to both sides. The petitioner union received the notice on 21-12-2001. The Counsel on record appearing for the respondent received the notice on 21-12-2001. When the case was taken up for hearing on 5-3-2002, the respondent counsel was not appeared before this Tribunal. When this case posted on 11-6-2002 the learned counsel who was appearing for the petitioner's union Mr. D. Hariparanthaman represented before this Tribunal that the counsel who was appearing for the respondent informed him that the case records already entrusted by the management was taken back by the Insurance company. In that circumstances, the tribunal issued a fresh notice to the Insurance Company for appearance, and the said notice was received by the insurance company. Even after the receipt of the said notice, the respondent was not appeared before this Tribunal on 17-6-2002. With regard to the receipt of the said notice, an acknowledgment is also received from the respondent. As per the directions of the Hon'ble High Court, this Tribunal

heard the arguments of the petitioner's counsel on 20-6-2002. Neither the counsel nor the respondent appeared before this Tribunal. In such circumstances, for arriving a just decision in this issue, this tribunal perused evidence of MW1, the counter statement filed by the respondent and documents produced by the respondent under Ex. M1 to M10. During the course of enquiry, WW1 was examined through him. Ex. W1 to W6 were marked. On the side of the respondent, one Yalla Sekar who was then working as a Branch Manager, United India Insurance Company Ltd examined as MW1.

9. After the remand, further evidence not adduced and additional documents not produced on the said of the Petitioner's Union. In this connection, the learned counsel appearing for the petitioner's union made an endorsement in the case bundle.

10. The crucial point to be decided in this matter is whether the claim of the petitioner's union is justified or not. As already discussed above, the workman T. S. Santhanam was examined as WW1. On his side, Ex. W1 to W6 were marked. According to WW1 he has stated that even after nationalisation, he was directed by the respondent to handle the accounts work in the bank. For that he produced Ex. W2. He has stated that as per Ex. W3 he was authorised to inspect the branch officers. Further he was stated that while he was working as a Senior Assistant at Nellore, a proposal was suggested by the authorities to appoint him as an Officer at Cuddappah. He would state that the officer incharge of Nellore branch has written a letter to Divisional Manager recommending him to continue the handling of bank business, in the absence of officers. Further he was re-authorised to operate on the imprest account. To prove this fact, WW1 produced Ex. W6. During the course of cross-examination, WW1 has stated that since there was no Divisional Accountant at Nellore to handle the bank transactions, he was authorised to sign in the documents. Further he has stated that since there was no Divisional Accountant at Nellore branch, he was authorised to inspect the branch offices. On the side of the respondent, one Yalla Sekar was examined as MW1. To repudiate the claim of the petitioner's union as not justified, MW1 has stated that since there was no Divisional Accountant at Nellore Division, in the absence of Divisional Accountant, WW1 Th. Santhanam used to attend the accounts and finalising. He would state that as per the Scheme-1974 (as per Ex. M1) those who were working as assistants as on 31-12-72 were categorised as Assistants as well as Senior Assistants depending on their experience. Accordingly, Mr. Santhanam was designated as Senior Assistant. Further he has stated that Mr. Santhanam was maintaining Account books and also keeping cash and accountable for cash.

11. During the course of argument, the learned counsel appearing for the petitioner's union emphasised the following points for consideration :

- (i) Since Thiru Santhanam was discharging the duties of an Accountant at Nellore branch, even though he was designated as Senior Assistant when considering the Accountant work attended by the said Santhanam, he should have been given the status of 'an officer'. The learned counsel would point out that normally the accountant work should be handled only by the officer. Since the workman Santhanam had attended the accountant's work of an officer, he should be designated or categorised him as an officer. In this connection, the learned counsel would point out that for proving this fact Exs. W4 and W5 have been marked. Further the learned counsel would emphasize that since the workman Santhanam was discharging the duties of an officer at Nellore, the respondent could have categorised him as an officer instead of categorising him as an assistant. In this connection, the learned counsel would point out that the workman Thiru Santhanam himself categorically proved this fact while adducing evidence before this Tribunal. Since the workman T. S. Santhanam attended the officer work after the nationalisation, denial of categorising him as an officer is an arbitrary one and unjust.
- (ii) Since the workman was authorised to operate the imprest account and authorised to sign in the bills upto Rs. 5000/-, his designation could have been categorised as an 'officer'.
- (iii) Further the learned counsel would point out that since the workman Thiru Santhanam was discharging the duties of an officer prior and after the nationalisation of the Insurance company, in such circumstances, his position could have been designated as an officer. Therefore the denial of such position by the respondent is unjust and arbitrary.
- (iv) Further the learned counsel would point out that as per clause 5 of Ex. M10 Scheme, after completing the assessment of the suitability of the persons, the Board categorised the persons as administrative officers. Such being the case, since the workman had already attended the duties of an officer while he was serving as a Senior assistant at Nellore, the Board failed to categorise him as an officer. The failure of categorising him as an officer by the Board is an unjust one.
- (v) Further the learned counsel would point out that when there is no guideline providing for categorisation on the designation or nature of

duties, the claim of the workman based on the nature of duties already attended by him while he was serving as a Senior Assistance at Nellore is justified. Under such circumstances, the claim of the workman ought to have been considered by the respondent.

While advancing the arguments before this tribunal, the learned counsel appearing for the petitioner's union would contend that since the workman had performed the duties and functions of an officer at Nellore he should have been categorised him as an officer by the respondent. In this connection, the learned counsel is mainly depending upon the evidence of workman and Ex. W5 and W6. It is contended by the petitioner's union that the workman T.S. Santhanam was performing the duties of an officer at Nellore while he was serving as a Senior assistant. In this connection, MW1 Th. Santhanam adduced evidence before this Tribunal. With regard to the nature of work attended by the workman, MW1 also has stated about this fact in this evidence. As already discussion above, even though the workman Santhanam contained that he had attended the duties of an officer at Nellore branch. In this regard, MW1 would categorically state that since there was no Divisional Accountant at Nellore branch in the absence of Divisional Accountant, Mr. Santhanam performed this duties. In this connection MW1 Yalla Sekar has stated in this evidence as follows :

"There was no Divisional Accountant for Nellore Division. Branch Assistant used to prepare the accounts of branch. In the absence of Divisional Accountant, WW1 Santhanam used to attend the accounts and finalising. Ex. M1 is the Scheme for Clerks categorisation. I was categorised as Senior Accountant as per Ex. M1. As per Scheme M1 those who were working as an accountant as on 31-12-72 were categorised as assistants as well as Senior assistants depending on the experience. Accordingly Mr. Santhanam was designated as Senior Assistant "

Therefore in the above said circumstances, as per scheme Ex. M1 the Workman Santhanam was designated as Senior assistant. In continuation of his oral evidence, the workman Mr. Santhanam relied on the following documents i.e. Exs W2, W4, W5, W6. Under Ex. W2 a letter addressed to the Manager, Andhra Bank, Nellore authorising Mr. Santhanam, Senior Assistant at Nellore branch office to operate Imprest Account along with the other officers. Apart from this, the workman Mr. Santhanam has not authorised to attend any other officer's work

12 Ex. W4 is a Note written by the Divisional Manager to the head office, Madras on 24-3-1971. In that Note, the Divisional Manager (MW1) has suggested his superior officer to appoint workman Mr. T.S. Santhanam at Cuddappah. While suggesting his name, the Divisional Manager was praising the field work attended by Mr. Santhanam. Since Mr. Santhanam was very sincere in

attending the field work, the Divisional Manager after considering his sincerity and efficient field work, he was suggested his superior to appoint him at Cuddappah mainly for contracting the banks. On a careful perusal of the Note written by the Divisional Manager, it would reveal that for extracting certain field work from the workman Mr. Santhanam, the Div. Manager might have suggested the name of Santhanam for appointing him as a Senior Assistant at Cuddappah. It is seen that Div. Manager after satisfying himself about the work attended by the workman Mr. Santhanam he was suggested the transfer for workman from Nellore to Cuddappah for developing the Insurance business at Cuddappah. However this proposal sent by the Divl. Manager was not given effect to. It is seen that Exs. W4 and W5 are one and the same. The Note written by the Divl. Manager to the Head Office. With regard to the Ex. W6 it is a Note written by the Branch Manager to the Divl. Manager. A perusal of the contents of this letter, made it clear that the Branch Manager, Nellore had expressed his satisfaction over the performance of work attended by Mr. T.S. Santhanam at Nellore while he was working as a Senior Assistant of that branch. In that note, the Branch Manager has stated about his previous performance while he was working as a Senior assistant in the erstwhile unit. It is stated that the two officers of the erstwhile unit were already transferred from Nellore. Under such circumstances, Mr. Santhanam was only the person who empowered to close the accounts of the erstwhile unit and to give required particulars to the various Divisional officers in the present set up. Considering the past efficient services of the workman, the Regional officer sent an order authorising him to operate bank account with any one of the officer. It is stated in the said note, since the authorisation of bank account with any one of the officers by the individual has been withdrawn, considering the circumstances, the Branch Manager had requested the Divl. Manager to continue T.S. Santhanam-workman to sign all documents in the absence of officers. Further the officer recommended him for re-authorising him to operate with the imprest account. A careful perusal of the contents of this Note would reveal about the past performance of the workman while he was serving as a Senior Assistant in erstwhile unit. The said note would reveal the fact that the workmen Mr. T. S. Santhanam has attended his duties along with the other officers, while he was serving as a Senior Assistant at Nellore. It is seen that the workman has attended all the works in connection with the accounts, establishments, statistics, agency departments and overall supervision of underwriting department. It is also contended that the workman was authorised to sign all the documents and authorised to operate the bank account prior and after that nationalisation. On a careful perusal of the evidence of WW1 and that of the documents produced (Ex W2, W5 and W6), it is seen that the workman Mr. T.S. Santhanam had attended the work in connection with the accounts, operation of bank accounts and supervision the

work branch offices. On a perusal of Ex. W2 and W6, it is seen that workman Mr. T S. Santhanam was attending the operation of the bank accounts and other duties along with the other officers of the said branch. With regard to the performance of the duties of the workman at Nellore branch, MW1 has categorically stated that since there was no Divl. Accountant at Nellore Division, the workman Th. Santhanam used to attend the accounts and finalising work. With regard to the attending of accountant work, at Nellore branch, the workman claims that he was attending the account work at Nellore branch. Further he would contend that he also attended the inspection work over branch offices. By way of attending the account work an inspection work over the branch offices, the workman claims that he had attended the duties of an officer. To strengthen this fact, apart from his oral evidence, none of the person who served along with workman has come forward to adduce evidence by affirming the claim of the petitioner union before this tribunal. As already discussed above, as per Ex. W2 the workman has authorised to do the bank account and other related work along with the some other officer. As per Ex. W2, it is seen that he was authorised to close the accounts as the officer had already been transferred. In that circumstances, it is evident that he was attending those duties in the absence of the officers. Under such circumstances, it could not be decided that the workman was performing his duties of an officer all along while he was serving as Senior Assistant at Nellore branch.

13. During the course of the arguments, the learned counsel appearing for the workman relied a decision for consideration. Between S. Murugesan and First Additional Labour Court, Madras and another in 2001(2) LLN. 457 @ 459. It is seen that the facts stated in the said decision is different from the facts of this case.

14. The facts of the said case is not similar to the facts of this case however while deciding the said case, the Hon'ble High Court relied the following decision. KCP Employers Union, Madras Vs KCP Limited, Madras and others. In that decision, the following legal principles is being observed:

"In Industrial Law, interpreted and applied in the perspective of Part IV of the Constitution, the benefit of reasonable doubt on law and facts, if there be such doubt go to the weaker section, labour. The Tribunal will dispose of the case making compassionate approach but without overstepping the proved facts."

15. In that legal principle, it is stated that if the benefit of the reasonable doubt on law and fact, if there be said doubt go to the weaker section, the labourer.

16. As far as the claim of the workman is concerned, he has stated that even though he had performed the duties of an Officer while he was serving as a Senior assistant at Nellore, he was not categorising as an officer by the respondent. On a careful perusal of the entire evidence adduced by MW1, and that of the documents produced

on his side, the workman has not established his claim by producing the relevant materials before this Tribunal. Since the workman himself is unable to establish his claim, before this Tribunal, under such circumstances, this Tribunal is not in a position to apply the above said legal principle in this dispute.

17. During the discussion of this award, this Tribunal has already been discussed elaborately about the evidence of WW1 and MW1. To meet out the interest of justice and also for arriving a better and clear just decision in this dispute, this Tribunal again discussed the following facts.

18. As already discussed above, the workman Thiru T S. Sanathanam while adducing evidence before this tribunal has categorically stated about the performance of his work in connection with the accounts. He has stated that he has attended the accountant's work at Nellore branch office while he was working as Senior Assistant there. In addition to that he has stated that he has also attended the inspection work over the branch offices. Under such circumstances, only the claim of the workman is since he has already performed the duties of an officer at Nellore, the respondent ought to have considered his case and categorising him as an officer. In this connection, MW1 who was then working as a Branch Manager at Nellore has stated that in the absence of the Divisional Accountant WW1 Sanathanam attended the accounts and finalising, MW1 has categorically stated that since there was no Divisional Accountant for Nellore Division the Branch assistant used to prepare the accounts of branches. MW1 has not stated in his evidence that the workman T.S. Sanathanam has attended the duties of an officer, while he was serving as Senior Assistant there. None of the question suggested before this witness in connection with the duties of an officer attended by the workman Santhanam in the capacity of Senior Assistant. As already discussed above, WW1 himself has not categorically stated about the performance of duties of an officer attended by him for a particular period, while he was serving as Senior Assistant at Nellore. In such circumstances, it is presumed that he has attended the accountant's work as Nellore in the absence of Divl. Accountant like that of other employees in the cadre of Assistant. Apart from the oral evidence of workman T.S. Sanathanam, none of the Senior Assistants who served with him at the relevant period has come forward to adduce evidence in supporting the claim of the workman. As far as the duties attended by the workman is concerned, MW1 himself has stated in his Note dt 24-3-1971 under Ex W5. No doubt since MW1 was working as a Divl. Manager at the relevant period he has suggested his superior officer to appoint workman Thiru T.S. Sanathanam at Cuddappah. Since MW1 was personally satisfied about the work attended by the workman T.S. Sanathanam, he recommended his superior officer to appoint workman T S. Sanathanam at Cuddappah. As already discussed above, as per Ex W2, the workman Mr. Santhanam has operated the

Bank account along with the MW1 who was then working as a Branch Manager at Nellore. In such circumstances, it could not be decided that the workman Sanathanam alone operated the bank account on his own accord. Since the workman himself failed to put forth his claim before this tribunal in a satisfactory manner, under such circumstances, the claim of the workman has not been considered.

19. With regard to the categorising the workman Thiru Sanathanam as Senior Assistant. MW1 has categorically stated the following facts. According to MW1, he has stated as follows.

“WW1 Thiru T.S. Sanathanam was working under me. He joined in Nellore as Senior Clerk. T.S. Sanathanam was working as Assistant on 31-12-72. As per the Scheme-M1 those who were working as Assistant as on 31-12-72 were categorised as Assistant as well as Senior Assistants depending on the experience. Accordingly Mr. Sanathanam was designated as Senior Assistant. With regard to the categorisation of the workman as Senior Assistant, MW1 has stated the satisfactory evidence before this tribunal.”

As already discussed above, since the workman Sanathanam was working as an Assistant on 31-12-72, he was categorising him as Senior Assistant as per Scheme M1. Therefore, no such unjust or arbitrary action has been taken by the respondent, while categorising the workman Thiru Sanathanam as Senior Assistant.

20. On a careful consideration of entire evidence adduced by WW1 and MW1 and that of the documents produced on either side, this Tribunal is of the view that the action of the Management of United India Insurance Co. Ltd., Madras in categorising Sri T.S. Sanathanam, as Special Assistant is fair, just and legal. Award passed accordingly. No costs.

Dated at Chennai, this 28th day of June, 2002.

THIRU S. K. KRISHNAN, Industrial Tribunal

ID 39/84

Witnesses examined

For Workman

WW1 Thiru T. S. Sanathanam,

For Management

MW1 Thiru Yalla Sekar

Documents Marked

For Workman

- Ex. W1 9-1-75 : Order of the Divisional Manager of the Management company posting Thiru T.S. Sanathanam to Nellore. (Xerox)
- Ex. W2 24-7-75 : Authorisation to Th T.S. Sanathanam to operate Imprest Account. (Xerox)
- Ex. W3 20-1-79 : Letter from head office to the Management company to the

Southern regional office, Madras relieving Thiru. T.S. Sanathanam from re-insurance accounts. (Xerox)

Ex. W4 24-3-71 : Note sent by Divisional Manager, Nellore to head office of the Management company. (Xerox)

Ex. W5 24-3-71 : —do—(copy)

Ex. W6 15-4-76 : Note submitted by Officer Incharge, Branch office, Nellore to the Divisional Manager of the Management Company. (Xerox)

For Management

Ex. M1 : General Insurance (Rationalisation and Revision of Pay Scales and other conditions of service of Supervisory, Clerical and Subordinate staff) Scheme, 1974 (Printed book). (Xerox)

Ex. M2 14-2-61 : Order of appointment issued to Thiru T. S. Sanathanam for the post of attender (Xerox)

Ex. M3 1-9-61 : Order of confirmation as a Junior clerk issued to Thiru. T.S. Sanathanam. (Xerox)

Ex. M4 13-2-64 : Order issued to Thiru. T.S. Sanathanam promoting him as Senior clerk. (Xerox)

Ex. M5 19-3-68 : Order issued to Thiru. T.S. Sanathanam designating him as Assistant. (Xerox)

Ex. M6 19-3-68 : Order issued to Thiru T.S. Sanathanam enhancing the Cash allowance. (Xerox)

Ex. M7 7-9-90 : Communication sent to T.S. Sanathanam by Madras Motor and General Insurance Co. Ltd. fixing his pay. (Xerox)

Ex. M8 27-6-74 : From 'O' declaration submitted by Thiru. T.S. Sanathanam to the Management-company electing for new scale of pay. (Xerox)

Ex. M9 19-12-84 : Letter from the management to Thiru. T. S. Sanathanam promoting him as Assistant Administrative officer. (Xerox)

Ex. M10 17-9-75 : Central Government Gazette of the General Insurance (Rationalisation of Pay Scales and Other Conditions of Service of Officers) Scheme 1975 (Xerox)

नई दिल्ली, 6 अगस्त, 2002

**का. आ. 2736.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 28/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-08-2002 को प्राप्त हुआ था।

[ सं. एल-17012/37/86-डी-4(ए) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

**S. O. 2736.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 2-8-2002.

[No. L-17012/37/86-D-IV(A)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

#### PRESENT :

Rudresh Kumar,

Presiding Officer

**I.D. No. 28/2002 Delhi No. 61/87**

**Ref. No. L-17012/37/86-D. IV(A) Dated : 28-7-87**

#### BETWEEN

Sh. Ram Chander Bhardwaj, R/O, 170, Prabhat Nagar,  
Near LIC, Meerut.

#### AND

The Sr. Divisional Manager, LIC of India, Divisional  
Office, Jeevan Prakash, Prabhat Nagar,  
Post Box No. 69, Meerut.

#### AWARD

By order No. L-17012/37/86-D. IV(A) Dated : 28-7-87,  
the Central Government in the Ministry of Labour, in  
exercise of powers conferred by clause (d) of sub section

(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Ram Chander Bhardwaj, R/O, 170, Prabhat Nagar, Near LIC, Meerut and The Sr. Divisional Manager, LIC of India, Divisional Office, Jeevan Prakash, Prabhat Nagar, Post Box No. 69, Meerut for adjudication to the CGIT-cum-Labour Court, New Delhi. Later, the Central Government vide order No. Z-20025/54/2001-CLS. II dated 19-4-2002 transferred this industrial dispute to this Tribunal for disposal.

The reference under adjudication is as under :

“Whether the action of the Management of LIC of India, Meerut in terminating the services of Shri Ram Chander Bhardwaj w.c.f. 25-10-1985 is justified ? If not to what relief is the workman concerned entitled?”

2. Brief facts of the case are that on 11-10-82, the cashier of the LIC handed over cash amounting of Rs. 9,196.94 and cheques amounting to Rs. 10,979.55 to the workman, R.C. Bhardwaj for depositing with its bankers viz. Indian Bank, Meerut Cantt. According to the workman, he proceeded on his cycle with the bag containing the above amount and cheques at about mid day. As soon as he reached near the corner of Dass Motors, Meerut Cantt, two persons riding on a black motorcycle cornered him and inflicted two knife injuries over his stomach region, as a result he fell down from the cycle. The culprits snatched the bag and ran away. This incident reportedly had taken place around 12.30 hours. It is stated on the said date, the near by shops were closed due to weekly closure day in the area. However, he managed to reach the near by open shop and tried to telephone the authorities but in vain due to telephone being out of order. The shopkeeper, however, escorted him to LIC office on his scooter.

3. On arrival in the LIC office, he was first taken to the hospital for medical aid. The attending doctor provided first aid and discharged him. Thereafter the workman prepared a written report and submitted to his office, which with an office letter was sent to the Police Station. A FIR was drawn and investigated. In investigation the Police found the alleged occurrence a fabricated one and submitted final report. Thereafter the management decided to initiate domestic enquiry against the workman for misappropriation and misconduct. The domestic enquiry was held by R. S. Ahuja, who found the charges proved. A show cause notice was given to him proposing punishment. After considering the reply, the Disciplinary authority ordered removal of the workman from service. Appeal against the punishment was also rejected. Ultimately, the workman raised an industrial dispute, which was referred to CGIT-cum-Labour Court, New Delhi for adjudication. On transfer, this Tribunal has taken cognizance.

4. Two preliminary issues were framed by the Tribunal on 16-11-88 as follow:—

(i) Whether the domestic enquiry held against the workman was fair and proper? and

(ii) As in terms of reference?

5. It appears that evidence of the parties were recorded on issue no. 2 before the tribunal without adjudicating the issue No. 1. For the purposes of adjudication of preliminary issue No.-1, the materials to be taken into consideration, are the evidence recorded by the Enquiry Officer, during the course of domestic enquiry. It is seen whether the domestic enquiry was held in fair and proper manner, and further whether rule of natural justice was observed by offering appropriate opportunity to the workman?

6. Pursuant to the decision, to initiate disciplinary action against the workman, a chargesheet dated 11-3-83 was issued by the Divisional Manager, LIC Meerut containing following charges.

- (1) (अ) कि आपने शाखा कार्यालय नं. 1, मेरठ से दिनांक 9-10-1982 की संग्रहित राशि रु. 9,196.94 नगद व रु. 10,969.55 के चैक (संग्रह परिशिष्टों-परिशिष्ट 1 से परिशिष्ट 5 में उल्लिखित विवरण के अनुसार) दिनांक 11-10-1982 को उपरोक्त शाखा कार्यालय के खजांची से इण्डियन बैंक, मेरठ कैंट में जमा करने हेतु ली थी जो कि आपके द्वारा उपरोक्त बैंक में जमा नहीं की गई।
- (ब) कि आपने उपरोक्त के विषय में वरिष्ठ शाखा प्रबंधक, शाखा कार्यालय नं. 1, मेरठ को अपने पत्र दिनांक 11-10-1982 द्वारा लिखित झूठी, कपोल-कल्पित व मनगढ़ंत (जालमाजी पूर्ण) सूचना दी कि उपरोक्त धन जो कि एक बैग में रखकर आप द्वारा (साईकिल से) इण्डियन बैंक, मेरठ कैंट में जमा करने के लिए ले जाया जा रहा था दास मोटर्स बिल्डिंग, बाबू लेन, मेरठ कैंट के कोने पर मोटर साईकिल सवारों द्वारा चाकू की चोट मारकर आपसे छीन लिया गया।
- (स) कि आपने उपरोक्त झूठी घटना के आधार पर पुलिस में दिनांक 11-10-1982 को झूठा रिपोर्ट लिखाई और निगम की छवि धूमिल की।
- (द) कि आपने इस प्रकार निगम के धन को बैंक में जमा न करके निगम के धन का स्वयं गबन किया।
- (2) आपने अपने उपर्युक्त कार्यों के द्वारा पूर्ण ईमानदारी और कर्तव्यनिष्ठा जो आपसे अपेक्षित हैं नहीं दिखाई और एक अच्छे आचरण के प्रतिकूल तथा निगम के हितों के विरुद्ध कार्य किया तथा जिनके द्वारा आपने भारतीय जीवन बीमा निगम (कर्मचारी) विनियम 1960 के विनियम 21,

24 और 39 (1) में उल्लिखित प्रावधानों का उल्लंघन किया है और जिसके लिए आप पर भारतीय जीवन बीमा निगम (कर्मचारी) विनियम 1960 के विनियम 39(1) के (ए) से (जी) तक में दी गई एक अथवा अधिक शास्तियां लगाई जा सकती हैं।

7. The workman submitted his reply reiterating his version of robbery and denying misappropriation. This enquiry was conducted by R. S. Ahuja, then Manager Planning and A.O. (claim) in Divisional Office at Meerut.

8. The enquiry commenced on 6-7-83 and concluded on 21-5-85. The Enquiry Officer submitted his report to the Disciplinary Authority, on the basis of which a show cause notice dated 26-6-85 was served upon the workman. He submitted his reply and pleaded that the enquiry Officer did not conduct himself fairly and that the charges were not proved.

9. The main grounds on which fairness of the enquiry and findings of the Enquiry Officer assailed, are: that the workman was not given proper opportunity to prove his innocence before the Enquiry Officer, that the enquiry was conducted ex-parte; that detailed report relating to investigation was not made available to him and that the Enquiry Officer denied proper opportunity to explain the findings of the Police; that the conclusion of guilt drawn by the Enquiry Officer is not supported by materials on record and thus, is perverse and that if charge sheet issued against the workman was based on final report of the Police which can not be treated evidence in eyes of law or a conclusive proof of misconduct.

10. In short the management has refuted allegations made by the workman and pleaded that the enquiry was conducted fairly. The workman participated in the enquiry, cross-examined one of the witness but later opted out consciously only to create grounds for litigation. His applications for change of Enquiry Officer was considered and the decision was communicated to him. The enquiry was conducted fairly and the workman was provided full and proper opportunity and was also given documents etc. relevant to the misconduct. He was given full opportunity before punishment and his appeal was also rejected, considering his various pleas.

11. For appreciation of the points evolved, the facts and circumstances of the case must be kept in mind. The entrustment of money and cheque, by the cashier to the workman is admitted fact. Likewise, the amount and cheques were not deposited with the bankers remains undenied. The alleged robbery as pleaded by the workman has taken place in conterminous area and none else than the workman was the witness of the occurrence. His version could be corroborated by those who assisted him immediately after the occurrence and escorted to the



office. It is the workman who allegedly received knife wounds at his stomach regions and received treatment, if any. All these evidences were with the workman. In the given facts of the case, the onus to prove innocence and correctness of robbery version was on the workman, but instead of leading his defence or calling the witness, he preferred to opt out from the enquiry. The management acted on receiving final report of the police which held the entire story concocted. By initiating domestic enquiry, the management of LIC provided an additional opportunity to the workman to establish his bonafide.

12 Now let it be examined whether, the Enquiry Officer acted in prejudiced manner or denied opportunity to the workman. The workman participated in the enquiry with his representative Mr. K. L. Khoongar. Management witness was cross-examined at length. In fact, none of the management's witness was aware with the factum of robbery. The cross-examination was neither relevant to the fact nor indicated to prove innocence. It appears that there was effort to impeach the witness and not elicit out truth. There is no material to indicate bias on the part of the Enquiry Officer. The request seeking change of the Enquiry Officer seems unjustified and the management had rightly rejected the request of the workman. From the enquiry proceedings, it is evident that the effort was to delay the enquiry. The workman demanded documents in Hindi, while he was corresponding and signing in English. There was no justification for opting out from the enquiry. The workman had not filed list of his witnesses or documents relied by him. He would have summoned the doctor if his injuries were not superficial. It was his duty to have explained and proved correctness of the occurrence and forced snatching of cash bag. The management's witness had no occasion to see the occurrence and so could not have given the evidence except entrustment of money etc. to the workman to deposit in the bank, which are admitted facts. The enquiry does not suffer with bias or impropriety.

13 Whether the finding of Enquiry Officer is perverse, is to be examined. In this context, materials on record require scrutiny. The occurrence had taken place at about mid day at a public place. All the shops were not closed. Had it been so, one of the shop keepers could not have escorted him to the office. This shop keeper alone could have corroborated the workman. The only witness to prove the alleged occurrence was the workman himself but he did not examine himself. He did not submit affidavits of his witness during the enquiry and so denied opportunity of cross-examination to the Presenting Officer. The circumstances do not corroborate workman's version. According to his reports, two stab wound were inflicted on stomach before snatching the bag. The doctor who provided first aid discharged him, as these injuries were superficial. It is admitted that due to some public disorder police pickets were available near the

place of occurrence. The workman himself arrived at the shop and escorted to office. These facts indicate that the nature of injuries were superficial and could not have been caused by stabbing by the robbers.

14. Thus, in the totality of the facts and circumstances it can be safely concluded that the domestic enquiry was fairly conducted and the workman was provided proper opportunity. It is not defective. Even the findings of the Enquiry Officer do not suffer with vice of perversity.

15 Even the punishment to the workman is not disproportionate to the misconduct committed.

16 Accordingly, the award is, that the action of LIC in terminating the service of the workman, Ram chander Bhardwaj w.e.f. 25-10-85 was justified. The workman is not entitled to any relief.

LUCKNOW

29-07-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2737.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया इश्यूरेन्स कं. लि. के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 82/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-07-2002 को प्राप्त हुआ था।

[सं. एन. 17012/37/91-आई.आर. (बी-II)]

श्री. गंगाधरन, अवर सचिव

New Delhi, the 6th August, 2002

S. O. 2737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/91) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of New India Insurance Company Limited and their workman, which was received by the Central Government on 26-07-2002

[No. L-17012/37/91-I R.(B-II)]

C. GANGADHARAN, Under Secy.

**ANNEXURE****THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL -CUM -LABOUR COURT****"SHRAM SADAN"**III Main, III Cross, II Phase, Tumkur Road,  
Yeshwanthpur,**BANGALORE.**

Dated 17th July, 2002

Present

**HON'BLE SHRI V. N. KULKARNI,**  
B. COM., LL.B

Presiding Officer

**CGIT-CUM-LABOUR COURT, BANGALORE****C. R. No. 82/91****I Party**The Secretary,  
GIC Employees Union,  
Unity Building Annexe,  
Mission Road,  
BANGALORE-560 027**II Party**The Regional Manager,  
New India Assurance Co. Ltd.,  
2-B, Unity Building Annexe,  
Mission Road,  
BANGALORE-560 027**AWARD**

1 The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial disputes Act, 1947 has referred this dispute vide order No. L-17012/37/IR(B-II) dated 22nd November, 1991 for adjudication on the following schedule :

**SCHEDULE**

"Whether the claim of the GIC employees joining together that Shri M. N. Murali was an employee of the New India Assurance Co., Chikmagalur Branch between September, 1978 and June 1984 is correct ?" If so, whether the action of the management in terminating his services in June 1984 was justified ? What relief if any, is the workman entitled to ?"

2 The first Party Union Workman was working with the Second Party Management. He was removed from service and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :—

5. It is the case of the workman that the New India Assurance Company Limited at Chickmagalur was an Inspectorate Office till 1st June, 1987 and then it became a regular Branch Office. At the Inspectorate Office the company was issuing Policies, collecting the premiums, depositing them in Bank.

6. In the year 1978, one Mr. N. Thimmappaiah was the Inspector and he appointed the workman.

7. It is the case of the first party union that the workman Shri M. N. Murali was appointed on 20th September, 1978 as Typist-Cum-Clerk as per the permission of the Divisional Manager, Hubli. The workman was carrying out the duties namely writing Premium Receipt Book, Depositing the Premium amount in the Bank, Typing the policies etc.

8. It is the further case of the Union that Shri N. Thimmappaiah could not act as an agent since he was an Inspector, although he was promoting and canvassing the business of the Company, hence the workman concerned was a 'dummy agent' for Mr. N. Thimmappaiah. In fact workman himself was not an agent of his own. His services were availed of by the Shimoga Branch for a period of 30 days in the years 1983 and 1984 as a Typist. The workman is a BA Graduate from the Mysore University and he was passed the Senior Grade Examination in English Typewriting. The workman was Rs. 130/- to Rs. 150/- per month from the Petty Cash. His working hours were not limited but involved extra time and overtime work also.

9. It is the further case of the Union that the workman after six years of continuous, uninterrupted and efficient service was removed from service in June, 1984. The appointment made by the Inspector was allowed by the management only. He was paid salary.

10. It is the further case of the union that the workman was entitled for regularization but the management has not regularised his services. The workman comes from a poor family with the burden of family on his shoulder. Removal from 1984 has come hardship to him.

11. It is the further case of the Union that in similar cases the management of New India Assurance

Company as well as the other units of the General Insurance Corporation of India have wanted regularization of services. There were recommendations in favour of the workman but he is not regularised. The first party union for these reasons and for some other reasons has prayed to pass award in his favour.

12. Against this the case of the management in brief is as follows :

13. The main contention of the management is that the workman was never in the employment of the Second Party and he was not the member of the Union.

14. It is the further case of the management that Inspectors were allowed to appoint one assistant to carry out the duties of Typist-cum-Clerk is not correct. The responsibility of the inspector is only to secure business and therefore, there is no need to appoint clerk for the Inspectorate Office. No duties were given to Inspectors to appoint Clerk-Cum-Typist. Rules of recruitment elaborately provided the procedure for appointment. The procedure for recruitment is stated in detail in para 3 and 4 of the Counter. Required clarifications are also stated in para 4. The contention of the workman is that he was appointed as a Clerk as per the permission granted by the Divisional Manager is not correct.

15. It is the further case of the management that the workman has applied for the post in 1984, and this itself shows that the workman was not working from 1978 to 1984 as alleged by him. According to the allegations of the workman his services were dispensed with in the year 1984 and the dispute is raised on 21-5-1990. Therefore, the present claim is not maintainable. In fact the workman was working as an agent for Mr. N. Thimmappaiah on a commission basis and even now the workman is having an agency code bearing No. 61687. In view of this the workman could not have been employed by the management. The workman has drawn substantial commission. It is not correct to say that the workman was on a salary of Rs. 130/- to Rs. 150/- per month. There is no relationship of employer and employee between the management and the workman. Dispute is raised after a gap of 6 years and that itself shows that the claim is not maintainable.

16. It is the further case of the management that the persons in the employment of the Second Party were required to sign the attendance register at the time of disbursement of salary had to sign the Wage Register. The Second party management for these reasons and for some other reasons has prayed to reject the reference.

17. In the instant case the Second Party Management examined one witness Shri S. G. Ankalkoti. He was the Dy. Manager. He has stated

before this tribunal that in the year 1978 he was working at Shimoga as Inspector and he has also worked as Assistant Branch Manager till 1981. He further said that first party was only an agent of the company and his agency was renewed. It is true that he was working under Shri Thimmappaiah. He says that there was no Branch at Chickmagalur. First party was paid commission. Various documents are marked in his evidence showing that the workman has paid commission.

18. Against this the workman got examined initially on 8-6-1994. This matter was remanded by the High Court of Karnataka and after remand his further evidence was recorded and he was cross-examined.

19. I have heard the arguments of both sides in details. I have read the evidence carefully. I have perused all the documents relied by the parties.

20. The dispute referred is "whether the claim of the GIC Employees Union that Shri M. N. Murali was an employee of the New India Assurance Co., Chikmagalur Branch between September 1978 and June 1984 is correct? If so, whether the action of the management in terminating his services in June 1984 was justified? In view of this it is clear that two things will have to be seen. Firstly it is to be established that Shri Murali was an employee of the Second Party Management and if so whether the action of the management is justified."

21. It is seen from the records that the main contention of the management is that the first party workman was working as an agent. It is true that he was working under Shri Thimmappaiah who was the then Inspector of the Second Party Management.

22. In the instant case we will have to strictly scrutinize the material and the stand taken by the parties so as to say whether the workman Shri Murali is an employee or an agent of the Second Party Management. It has come in evidence that the workman Shri Murali was writing some registers, premium receipts and various other documents in the Inspectorate Office and in the Branch Office. We will have to see whether this work done by the workman itself is sufficient to hold that he was an employee appointed by the management or he was writing all the books etc. as an agent of the Company.

23. In the instant case earlier award was passed in favour of the workman and the management challenged the said award.

24. It is seen from the records that when reference was allowed earlier the management did not adduce any evidence and therefore, finding was given in favour of the workman. The management has filed Writ Petition

No 17107 of 2002 and the High Court of Karnataka remanded the matter directing this tribunal to give an opportunity to the management to defend their case. Thereafter the management examined one witness and he was cross-examined by the workman. In view of these facts now the situation is changed.

25. It was vehemently argued by the learned counsel appearing for the workman that the first party was working as Clerk in Chickmagalur from 1978 September to June 1984 and the Inspector was one Mr. Thimmappaiah and it is clear from the documents and the evidence before this Tribunal that the workman was writing receipts and other books and he was also doing typing work and this itself is sufficient to say that he was a regular Typist-cum-Clerk of the Second Party management. He further contended that after the remand the management tried to make out a case that there was no Inspectorate Office at Chickmagalur but the management could not prove all that and therefore, the workman is entitled for regularization.

26. True it is that the workman has written many books, receipts and other documents but in my opinion that itself is not sufficient to establish that the workman was appointed as Typist Cum Clerk and the then Inspector was the competent authority to appoint him as Typist-cum-Clerk. Some recommendations of Inspectors are filed and the workman has relied that but that recommendation will not help the workman to establish that he was appointed as Typist-Cum-Clerk and he was the employee of the Second Party management.

27. Workman has stated in his evidence that there is no written appointment order. The case of the workman is that Shri Thimmappaiah has appointed him with the permission of the Divisional Officer, Hubli but the workman has not produced that permission at all. Some recommendations as stated earlier are filed but they are not helpful to establish that the workman is an employee of the management. There is not of material as seen from the records that the workman was writing the receipts and other books but that will not help the workman to prove that he was an employee of the management.

28. I have carefully considered the Claim Statement. Workman has also stated in his cross examination that he has been working as an agent of Second Party from 1987 and he has also stated that prior to that he was a dummy agent. He further said that he gave application for agent during 1987. In the next sentence he says that in the application he has not stated that he was working in the Company prior to applying for the post of agent. He also has said in his cross examination that in Ex. W6 and Ex. W 8 he has not mentioned that he was terminated from

service at any time. All this would go to show that the case put forth by the workman that he was appointed as Typist-Cum-Clerk is not correct and he was not an employee at all.

29. From the material before me it is clear that he was working as an agent. Mere working as an agent will not help the workman to say that he is an employee of the management. It is in evidence that Shri Thimmappaiah died in the year 1985. This is relevant because it is contended by the management through out that some documents and certificates filed by the workman are concocted by and they are prepared during the lifetime of Thimmappaiah and after a lapse of six years the union has raised this Industrial Dispute.

30. There is some merit in the arguments advanced by the management. The workman has stated in his cross examination that the receipts will not be maintained by him. He further says that he does not remember when he obtained the xerox copies. He says that some officials in Shimoga gave the originals and he took the xerox. He says he does not remember the name of the official now. He says he obtained the copies of Ex. W 14 to Ex. W 24 but he does not know whether the originals of Ex. W 14 to Ex. W 24 are still in the office. He says that he cannot say when he obtained Ex. W 25 and from whom. He further says in his cross-examination that he has not given any letter for the issue of copies. He also said in his cross examination that Ex. W 26 is the copy of the requisition sent to Mangalore office. He says he has forgotten from whom he obtained copy of Ex. W 26. He did not go to Mangalore personally to collect copy of Ex. W. 26. He says he has not given any application to obtain Ex. W. 26. He further says he has forgotten from whom he obtained copies of Ex. W27 series. He does not know whether Natraj, Development Officer has been dismissed by the management. He further says that Mr. Natraj is the son of Thimmappaiah.

31. If we consider this cross-examination of the workman it gives an indication that the workman has prepared documents just prior to the death of Thimmappaiah and he has filed the copies. But according to his cross-examination neither he has applied for them nor he does not know how he got them. Therefore it is difficult to rely on these documents. Further these documents themselves will not help the workman to establish that he is an employee of the Second Party management. Man may speak lie but the circumstances will not speak lie. It is clear from the material before me that the workman has worked only as an agent of LIC. The management has also filed license and records regarding renewal of agency. Workman has stated in his cross examination that he has not put his signature in any attendance register. This is another circumstances. This

would go to show that he was not an employee of the management and he was not appointed as Typist-cum-Clerk. Workman has stated in his cross examination that he has not given any representation to the Head Office to the effect that from 1978 to 1984 work was being extracted from him but he was not paid any salary. He has not given any petition to Branch Office also. This is another circumstances. It goes to show that the workman was not paid any salary at any time so as to establish that he was appointed as Typist-cum-Clerk and he was an employee of the management.

32. In the instant case management has filed number of documents and has established that the management has paid only commission. Again this shows that the workman was only an agent of the second party management. It is in evidence that in the year 1984 the second party gave notification announcing vacancy for class III post. It is further stated that in the notification the requirement of candidate was mentioned for selection which included qualification, age etc. He further says that it is true that he was over aged for selection to that Class III post at the time of notification. Workman has further stated in his cross examination that he has stopped working as an Insurance Agent after 1987 and during 1987 he was working in the Forest Department on daily wages and he worked for about 6 to 7 years in that capacity. All this would go to show that the workman is not speaking truth and he is relying only on the fact that he wrote number of receipts books, policies and other documents continuously at Inspectorate Office and Branch Office and that itself is sufficient to say that he was an employee of the Insurance Company and he is entitled for regularization.

33. I have considered the entire material carefully and I am of the opinion that the case of workman is not correct because he was only an Agent

34. He was cross examined after remand. He says that in the year 1985 he became Graduate from Mysore University. He says that after PUC he did not attend regular college. He says that in the year 1976-77 he was in PUC. All this would go to show that his case is that he was working as Typist-cum-Clerk from September 1978 to June 1984 cannot be believed at all and that fact is not correct.

35. Regarding the documents his cross examination would go to show that somehow he managed to get the copies of documents which he has filed but how he got them is not properly explained by him. He says that he was working as dummy agent but he is unable to define the meaning of dummy agency. He says for the first time he gave application in 1987 to become an agent. Again this evidence of workman is not correct. He admits that he got commission from the management. He says he got

commission through statement. He says till 1985 he was an Agent and then he joined in the department. Again it is difficult to believe that from 1978 to 1984 he was a regular employee of the management. He admits in his cross examination that it is true that except commission of Rs. 190-75 he has not received any other payment from the company. This clearly establishes that he was not drawing any salary and this is another circumstances which goes against the workman.

36. I have considered the evidence of workman very carefully. We have the evidence of MW1. His evidence is that the first party was only an agent of the company. His agency is renewed in the year 1982. Various documents are marked in his evidence. He is cross examined at length but nothing is made out from his cross examination to disbelieve his evidence. It has come in his evidence that Ex. W 14-24 are not salary of the employees. Of course it is in his evidence that books, receipts and other documents written are in the office and they are not produced by the management. In my opinion that does not help the workman at all. There are circulars of the department prescribed norms for regularization etc.

37. In the instant case I am of the opinion that the workman was not an employee of the management and he has not worked as alleged by him in the capacity of an employee and therefore, he is not entitled for regularization. It may be a fact that he has written some receipts and books and other documents but it is forthcoming from the very material before me that he wrote all that in the capacity of an agent under the Inspector and that will not help him in establishing that he was an employee of the management.

38. After the remand the management was given full opportunity and the workman was also given opportunity and when the management participated and produced documents and adduced evidence it could establish that the workman was not an employee of the management and he was only an agent.

39. I have carefully considered the following two decisions relied by the learned counsel appearing for the workman :

(1) AIR 2001 SC 706

(2) 2001(3) Kar. L. J. 137 (DB)

40. I have read the above decisions carefully. The facts of the decision relied in AIR 2001 SC 706 are quite different from the facts of case on hand.

41. In the instant case I have held that the workman was not an employee of the management and he has not worked and wrote books, policies, receipts etc. as alleged

by him in the capacity of Typist-cum-Clerk and I am of the opinion that he was only an agent and in that capacity he might have written the documents as alleged by him but that itself will not give him any right and therefore, the workman cannot take the benefit of the above decision. Again the facts of the decision relied in 2001 (3) Kar. L. J. 137 (DB) are quite different. In that case 12 workmen were working as ticca mazdoors continuously for a long period. Here the workman has not worked in the capacity of Typist-cum-Clerk at any time and he was only an agent. Therefore, we cannot take the benefit of the above decision.

42. I have given my best consideration on the material before me and I am of the opinion that the workman is not an employee of the management and the question of termination does not arise at all and there is no merit in the reference. Accordingly I proceed to pass the following Order:

### ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 17th July, 2002)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 44/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-2002 को प्राप्त हुआ था।

[सं. एल-12013/51/98-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S. O. 2738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/99) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 6-8-2002.

[No. L-12013/51/98-I.R.(B-II)]  
C. GANGADHARAN, Under Secy.

### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL : NEW DELHI

PRESIDING OFFICER : SHRI B. N. PANDEY

I.D. No. 44/99

Shri Raj Kumar,  
through The Regional Secretary,  
Vijaya Bank Workmen Organisation,  
C/o Vijaya Bank,  
Vijaya Building,  
17, Barakhamba Road,  
New Delhi-1.

....Workman

Versus

Vijaya Bank,  
The Deputy General Manager,  
Vijaya Bank,  
Vijaya 3rd Floor,  
17, Barakhamba Road,  
New Delhi-1.

....Management

### AWARD

The Central Government in the Ministry of Labour vide its Order No.L-12013/51/98/IR (B-II) dated 21-1-1999 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the Management of Vijaya Bank in imposing the penalty of stoppage of one increment temporarily for a period of 6 months upon Shri Raj Kumar is commensurate with the gravity of the misconduct allegedly committed by the workman? If, not, to what relief the said workman is entitled?"

In this case reference was received on 2-2-99 and the case was fixed for 19-4-99 for filing claim. On 19-4-99 the post of the P. O. was lying vacant and remained vacant till 2-11-99 when the case was adjourned to 6-1-2000 for further proceedings. On 6-1-2000 none appeared and case was fixed for 3-4-2000. Same was the position on 3-4-2000 when the case was fixed for 29-5-2000 on which date one Shri Davinder Singh, Regional Secretary of the Union appeared and requested for adjournment for filing claim and the case was adjourned to 8-8-2000. Since 8-8-2000 till today 12 adjournments have been granted and nobody has appeared in this case on either side. Claim statement not filed and written statement also not filed. It appears that the workman is not interested in prosecuting the case. Hence No Dispute Award is passed in this case leaving the parties to bear their own costs.

Dated : 2-8-2002

B. N. PANDEY, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 23/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-08-2002 को प्राप्त हुआ था।

[ सं. एल-12012/201/99-आई. आर. (बी-II)I ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S. O. 2739.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 02-08-2002.

[No. L-12012/201/99-I.R.(B-II)]  
C. GANGADHARAN, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL-GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I, DHANBAD.**

In the matter of a reference under sec. 10 (1) (d) of the Industrial Disputes Act, 1947.

**Reference No. 23 of 2000.**

Parties . Employers in relation to the management of UCO Bank

**AND**

Their Workman.

PRESENT : SHRI S. H. KAZMI,

Presiding Officer.

Appearances :

For the Employers : Shri P. K. Chatterjee,  
Asstt. Chief Officer.

For the Workman : Shri B. Prasad,  
State Secretary,  
UCO Bank  
Employees Association,  
Patna.

State : Bihar

Industry : Banking.

Dated, the 25th July, 2002.

**AWARD**

By Order No. L-12012/201/99-IR (B-II) dated, the 23rd December, 1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of UCO Bank, Zonal Office, Patna for not regularising services of Sh. Bhagwan Sah, Temporary Waterman-cum-Peon is justified? If not, what relief is he entitled for?”

2. Precisely, the case of the concerned workman is that he was appointed as temporary waterman-cum-peon at Jogbani branch of UCO Bank in the month of July, 1979, and worked continuously upto December, 1984. Thereafter upon being terminated from his service he raised an industrial dispute which culminated into passing of the award by Central Govt. Industrial Tribunal No. 1, Dhanbad, in Reference No. 135 of 1988 whereby the management was directed to reinstate the concerned workman with his back wages as a temporary Waterman-cum-Peon. It has been said that in terms of the said award the concerned workman was reinstated w.e.f. 14-3-1990 as a temporary Waterman-cum-Peon after which he has been discharging several duties, such as, taking out ledgers, registers from the Almirah and placing the same on counters/tables, carrying registers, books from one table to another, posting of mails, distribution of local dak through Peon book etc. Further it has been said that as per service conditions of the workman as covered under Bipartite Settlement, a temporary workman is confirmed in Bank's service and enrolled as a member of provident fund after expiry of a period of six months after joining, but it is said, that the same was not done and after reinstatement the concerned workman is going to complete about a decade in the service of the Bank and neither he was given annual increment nor he has been provided leave benefit, medical benefit, L.T.C. facility, uniforms etc. It is said that the workman represented to the management in the aforesaid regard for his confirmation/regularisation as a Waterman-cum-Peon, but of no avail and so ultimately the sponsoring union raised an industrial dispute on his behalf before the A.L.C. (Central) and since the conciliation proceeding failed the matter was ultimately referred to this Tribunal for adjudication. It has been said that the management deliberately violated the various provisions of law including Provident Fund Act and

resorted to unfair labour practice as per Schedule 'V' of the I.D. Act, 1947.

3. The management, on the other hand, has come out with the case as disclosed in its written statement that the management has fully implemented the award given by the Tribunal in favour of the concerned workman by reinstating him as temporary worker with effect from 29-8-1988 and by paying him back wages also and as such the concerned workman cannot have any further grievance in the matter. It has also been said that in terms of the said award the management was to reinstate the concerned workman as temporary workman and not as a permanent employee and it is the person employed as permanent employee who is confirmed in the Bank's service and enrolled as a member of Provident Fund after satisfactorily completing the probation period of six months after joining. Further it has been said that there is no provision of allowing any temporary employee to be enrolled as a member of Provident Fund and further he is not entitled to the benefits like medical facilities, conveyance allowance, supply of uniforms, leave fare concession, leave etc. as per Bi-partite settlement. It has also been said that there is no provision of regularisation of any temporary workman in the Bi-partite Settlement. It is also the case of the management that the employment of the concerned workman as temporary workman is more or less similar to that of empanelled daily wagers of the Bank who are to be absorbed in the Bank's service as and when vacancy occurs in the sub-cadre and also after the ban imposed on the Bank by RBI on recruitment is lifted. Lastly it is said that the concerned workman is not entitled to any relief whatsoever.

4. From the aforesaid stands taken on behalf of the respective sides it is apparent that the moot question which appears to be involved and which requires consideration is whether the concerned workman being a temporary workman is entitled to be regularised or confirmed as a waterman-cum-peon in the said Bank or not.

5. It is not in dispute rather the same stands admitted that having been engaged in the month of July, 1979, the concerned workman was working as temporary waterman-cum-peon but later in the year 1984 he was dis-engaged by the management upon which sponsoring union raised the dispute on his behalf and finally when the dispute was referred to this Tribunal for adjudication an award was ultimately passed on 27-9-1989 directing the management to reinstate the concerned workman in service as temporary workman with effect from the date of reference i.e. 29-9-1988 within one month from the date of publication of the award and the management was further directed to pay him back wages as per scale w.e.f. 29-9-1988. Upon his reinstatement in terms of the award it is further not in dispute that the concerned workman has been working till date as a temporary

waterman-cum-peon. It is also an admitted fact that though the concerned workman is getting the prescribed pay scale but not getting the benefit and facilities, such as, leave, medical, uniform facilities, leave fare concession facility etc. and he is also not being paid the annual increment, D.A. and is also not enrolled as the member of Provident Fund.

From the side of the concerned workman the contention is that as per Bi-partite settlement six months after the reinstatement of the concerned workman as temporary workman he should have been confirmed and should have been given all the facilities which as per the rule and procedure he was required to avail being a confirmed workman.

On the other hand, from the side of the management the submission is that in terms of the award the concerned workman was to be reinstated as temporary workman and not a permanent workman and being a temporary workman the concerned workman cannot claim for his regularisation or confirmation as for the appointment of a person on permanent basis certain prescribed procedures are there which are essentially required to be followed, such as, availability of vacancy, advertising of the post and then the selection of the candidate after holding interview etc. In the case of the concerned workman as there has never been any observance of the aforesaid formalities, there is no question of his regularisation or confirmation in the said job which he is rendering purely on temporary basis.

Now it has got to be seen particularly in the light of the aforesaid submission being made as to how far those have been substantiated with the help of the materials produced.

6. The concerned workman, Bhagwan Sah, in course of his evidence apart from making statements in regard to some past happenings seems to have said that in terms of the award passed by this Tribunal he was reinstated in service w.e.f. 14-03-1990 and since then he has been performing his duties. He has given the details with respect to the nature of duty which he is performing on each day in the concerned branch of the Bank and he has said that his work is the same as is performed by a permanent or regular peon in any branch of the concerned Bank. He has also said that during the Assembly and Parliament elections he was entrusted the election duty and he had performed the job as required from him during that period. He has also said that he had never been granted increment and other facilities which are being availed by a permanent peon. In course of this cross-examination it appears that the aforesaid statement made by him during his examination-in-chief remained unchallenged as neither any question was put to him in that respect nor any suggestion was made. During the course of cross-examination simply questions were asked pertaining to



engagement of the concerned workman on daily wage basis and about the issuance of letter to him from the management specifying therein the period of engagement. These questions were absolutely immaterial in the sense that by way of passing of the award it had already been found and decided that the concerned workman was a temporary workman working in the concerned branch of the Bank as waterman-cum-peon.

The witness examined on behalf of the management has also corroborated much of the aforesaid statements made by the concerned workman. According to him also the concerned workman has been regularly performing his duties at the concerned branch since 14-3-1990 and he has been getting his wages also. He has also proved salary-sheets relating to the payment made to the concerned workman and those were marked as Ext. W-1 series. He has stated that the permanent staff of the Bank are also being supplied with same type of salary-sheets. As regards the statements made by the concerned workman to the effect that he was entrusted election duties from time to time, this witness upon the question being asked has said that during election only permanent staff of the Bank are being deputed on election duty. He has proved those documents also by which the election duty was assigned to the concerned workman and those are marked Exts. W-2 and W-2/1. He has accepted that the services of the Bank employees are being governed by the Bipartite Settlement, though according to him it is not within his knowledge whether pursuant to the appointment of a temporary employee after 90 days he is being placed for probation period and upon completion of six months thereafter finding his performance satisfactory he is being put in permanent category. He has accepted the fact that the concerned workman has not been provided with the facilities which are being availed by a permanent employee.

From the statements made by the witnesses, precisely given above, it becomes clear that upon being reinstated as a temporary workman the concerned workman is getting prescribed pay scale and has been treated for all practical purpose as a regular or confirmed workman as apart from the nature of the work performed by him he was also assigned the election duty from time to time in regards which the management's witness has clearly stated that during election only permanent staff of the Bank are deputed on election duty. It is only in the matter of providing benefit and facilities which are usually being availed by a permanent workman, the case of the concerned workman was not considered and he was not allowed to be enrolled as member of provident Fund and the benefits and facilities, as enumerated above.

Indeed it sounds strange that a person who has been working in the concerned branch of the Bank since the

year 1979 and who has been reinstated as a temporary workman pursuant to the passing of the award in the month of March, 1990, has not yet been regularised or confirmed in his services even after the lapse of more than a decade from the date of his reinstatement and he has been made to perform all those duties which are supposed to be performed or which are being performed by regular or permanent waterman-cum-peon engaged in a Bank. Further the said person has been although deprived of all the facilities and benefits which are being availed by the permanent workman working on the same post. Though the management has sought to justify its action by referring certain instructions of the Bank but either those do not have any direct bearing as far as the facts and circumstances of the present case are concerned or the same are completely out of context. I would deal with some of those, later, while proceeding further.

It is true that the award passed was with respect to reinstatements of the concerned workman as a temporary waterman-cum-peon. But it is highly unjustified to conceive out of the award that what the Tribunal intended was to allow the management to treat the concerned workman as a temporary workman for all times to come and irrespective of the lapse of a long period. Further it does not stand to reason as to why a workman who upon the adjudication of the dispute relating to his nature of engagement was reinstated as a temporary workman should be denied the regularisation or confirmation even after the lapse of 10 to 12 years, specially when there is nothing against him with respect to performance of the job by him satisfactorily. Precisely such conduct on the part of the management can very well be brought within the definition of unfair labour practice.

7. While referring to a circular dated 19-10-1989 it has been submitted on behalf of the management that as per the instructions in the said circular the cases of such casual workman who were working against the available vacancies with the approval of the competent authority were to be considered for regularisation, but the said settlement clearly and expressly debar the consideration of claim of those persons engaged as teaboy or waterboy and accordingly the Bank management has issued directions on 31-3-1990 itself to different offices including the concerned branch for disengagement of all such persons engaged on daily wages basis as teaboy/waterboy and engaged without order of the competent authority forthwith. As it is apparent the aforesaid circular or instruction relates to the engagement on daily wage basis and further for debarring the consideration of claims of those persons engaged as teaboy or waterboy. As such, this circular has got absolutely no applicability as far as the present case is concerned as pursuant to the passing of the award in favour

of the concerned workman now he cannot be taken to be a daily wager or casual worker, rather he is a temporary workman who is getting the prescribed salary and not simply the wages on daily basis. Further his designation is not waterboy, rather a waterman-cum-peon. Likewise, few other circulars or instructions over which the attention has been sought to be drawn on behalf of the management have also no bearing as those speak about casual workers for the workman engaged purely on daily wage basis.

8. It has also been urged on behalf of the management that the Bank being a State within the meaning of Art. 12 of Constitution of India is obliged to function within parameter of Arts. 14 and 16 (1) of the Constitution of India in the matter of appointment and no vacancy can be filled up without issuing advertisement and without inviting application from the eligible candidates. Such proposition of law is well settled and cannot be disputed, but the present case is of different nature. The present matter does not concern with an appointment as against a vacancy, rather it simply relates to the regularisation or confirmation of a workman in his service who has already been performing as a temporary workman since more than a decade. Though the management disputes any provision being there in Bipartite Settlement with respect to confirmation of a temporary employee after the lapse of certain period, but nothing has been produced in support of that. Incidentally the management's witness upon question being asked in that regard has accepted the existence of such settlement but has expressed that it is not within his knowledge that the provisions are there for making a temporary employee permanent after the completion of six months.

In my view, even if this aspect is kept aside for a moment, by taking into account the aforesaid discussions made in regard to the conduct of the management, the concerned workman appears to have genuine claim for his regularisation or confirmation in the job which he has been performing since a very long time.

9 In view of all the aforesaid considerations and discussions it is finally concluded that the concerned workman deserves to be regularised or confirmed as a waterman-cum-peon and upon his regularisation he is entitled to get all the benefits and facilities which are being provided to a permanent workman working on the same post.

10 The award is, thus, rendered as hereunder :

The action of the management of UCO Bank, Zonal Office, Patna, in not re-regularising the services of the concerned workman temporary Waterman-cum-Peon is not justified. Consequently, the management is directed to regularise/confirm the services of the concerned workman as Waterman-cum-Peon within 30

days from the date of publication of the award and to make available to him all the benefits and facilities which are being provided to a permanent or regular employees.

However, there would be no order as to cost.

S. H. KAZMI, Presiding Officer.

नई दिल्ली, 6 अगस्त, 2002

**का. आ. 2740.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 92/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-7-2002 को प्राप्त हुआ था।

[सं. एल-12012/98/96-आई. आर. (बी-II)]

मी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

**S. O. 2740.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/96) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 29-07-2002.

[No. L-12012/98/96-I.R.(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : NEW DELHI

Presiding Officer : Shri B. N. Pandey

**I. D. NO. 92/96**

Shri K.L. Chhabra,  
R/o WZ-20A, Om Vihar Phase-I,  
Near Uttam Nagar, New Delhi-59.

...Workman

**Versus**

Zonal Manager,  
Punjab National Bank,  
Antriksh Bhawan, 9th Floor,  
K. G. Marg,  
New Delhi

...Management

**AWARD**

The Central Government in the Ministry of Labour vide its Order No. L-12012/98/96-IR(B-2) dated 10-10-1996 has referred the following industrial dispute to this tribunal for adjudication :—

**“Whether the action of the management of Punjab National Bank in considering Shri K. L. Chhabra as deemed to have voluntarily retired from service w.e.f. 25-05-95, under clause 17 of the Bi-partite settlement is just, fair and legal. If not, to what relief the concerned workman is entitled ? ”**

2. It is stated by the workman in his claim statement that he joined the services of the Punjab National Bank herein after referred to as ‘Bank’ as clerk-cum-Cashier at Najafgarh Village Branch w.e.f 12-8-77 and was confirmed on 12-2-78; that thereafter he was transferred to different branches of the Bank. He was placed under suspension on 15-1-85 and was reinstated in July, 85 that he was then transferred to Najafgarh Village Branch where the workman was falsely implicated in a case of shortage of Rs. 20,000/- and was suspended vide letter dated 28-10-85. After thorough investigation, Police did not find involvement of the workman in this shortage. Hence no challan was filed against the workman nor he was found guilty; workman was reinstated vide letter dated 16-8-89. No chargesheet was ever issued to the workman in this case and his suspension was illegal with a sole motive to harass and victimise the workman; that the workman was entitled to full wages and all other benefits for the illegal suspension but the management did not pay the workman the arrears of wages and other benefits for the illegal suspension from 28-10-85 to 16-8-89; that the workman made number of representations in this regard but the management did not listen; that having been tired of the continuous injustice being done by the management, the workman had no alternative but to seek justice through the court of law and as such he filed a writ petition in the Delhi High Court and vide their judgment dated 3-3-94 the following order was passed by the Hon’ble High Court:

“CW 414/93

Mr. Arora says that he has received instructions that petitioner shall be paid all the benefits accrued to him during the period he remained in suspension i.e. from 1985 to 1989. He says that all these benefits shall be paid to the petitioner within four weeks. We will make it clear that these benefits will include the claim of petitioner to seniority and promotion as per rules. Order imposing cost on the last date is recalled. In this view of the matter, no further orders are required in this petition, which stands disposed of.”

3. That despite the above order of the High Court, the management did not release the wages and other benefits to the workman for the period of illegal suspension within the period stipulated by the High Court; that when the workman was not paid the benefits etc. as per High Court order dated 3-3-94, he filed contempt proceedings against the management of the bank on 23-6-95, on receipt of the notice management paid some of the wages, arrears which proves that the management has no regard even for the court orders and further proves the vindictiveness and malafides of the management towards the workman, that the management in this case had been wilfully violating the provisions of the award that even after the High Court judgement the management did not release so far the following benefits for the suspension period despite repeated requests;

- (a) Benefits due.
- (b) Leave earned.
- (c) Leave fare concession. .
- (d) Seniority.
- (e) Officiating powers.
- (f) Interest @ 18% on delayed payment of arrears;

4 That on reinstatement in August, 1989 the workman was posted at ‘Pahar Ganj’ Branch where he was being paid wages on the basis of what he was getting prior to his suspension, thus he was paid wages without any increments for the illegal suspension period and was not given officiating powers and allowances for the higher post; that his seniority was not fixed by the Regional Office and persons junior to him were entrusted with power and in this way he was humiliated and victimised by the management and he was forced to work under the juniors without any cogent reasons; that without any valid reasons and with a view to harass him the workman was relieved from Pahar Ganj Branch with instructions to report to the Regional Manager Office for further posting vide Branch Office letter dated 8-9-90. On reporting to Regional Manager Office he was again reverted back to Pahar Ganj where he reported on 12-9-90 which was done by the management only to harass and victimise the workman; that as the management was biased, vindictive and prejudiced towards the workman. They therefore, placed him under suspension at Pahar Ganj Branch on 21-3-91. The management did not hold any enquiry in it and reinstated him vide letter dated 18-7-92 and transferred him to Dev Nagar Branch. That they were always on a look out to rope him in some false case. Hence, again cooked up a false case at Dev Nagar Branch and placed him under suspension on 25-9-93 on false grounds that

even at Dev Nagar Branch the management was paying the workman the salary which he was drawing before his suspension in 1985 and accordingly the subsistence allowance was also calculated on the basis of wages drawn by him in 1984; that the workman was hardly paid 30 to 35% of his entitled wages as subsistence allowance and as such the management violated the provisions of Shastry Award and Bi-partite Settlements; that the workman was reinstated vide letter dated 4-11-94 but the management did not fix his salary on the reinstatement; that the management have been harassing, torturing and victimising the workman in a calculated manner for the last 12 years which had made the workman socially, financially, physically and mentally disturbed and a broken person; that the series of incidents charge-sheets, suspensions, transfers and non-payment of dues by the management has affected mental balance and equilibrium of the workman; that the workman was too much depressed mentally disturbed and physically fallen sick on account of continuous inhuman behaviour of the management towards him because the management had been denying the workman his rightful and legal claim; that besides the above noted reasons, the workman had also been advising the management regularly that on account of his sickness the workman was unable to join duty but the management terminated his services illegally; that the workman had undergone piles operation and remained admitted at Bhatia General Maternity and Children Hospital (Registered) from 20-3-95 to 29-3-95 for which medical bills were submitted which were also not paid by the management; that after the operation the workman had gone very weak and not keeping well so the doctor had advised rest to him. He recovered on 20-5-95 and reported for duty on 22-5-95 but was not allowed by the security staff to enter the bank premises and the Manager also did not allow the workman to join duty; that the Personnel Manager had instructed the security guards of the Bank not to permit the workman to enter the premises. It is strange that on the one hand the management had instructed the workman to report for duty and at the same time also directed the security guard not to permit him to enter the premises which proves mala fide and vindictiveness of the Management; that the workman was under suspension and the Chief Manager Dev Nagar Branch reinstated him vide letter dated 4-11-94 issued by the Disciplinary Authority wherein he was advised that he would be deemed in Bank service from the date he reports at Regional Office; that the bank continued paying him subsistence allowance till the end of April, 1995. Further the Bank terminated the services of the workman vide letter dated 25-5-95 and the same was delivered to him much later by his neighbour to whom it was delivered by the postal authorities. The said letter does not indicate that from which date the workman was deemed to have been retired voluntarily from the services of the Bank. The order is vague illegal mala fide and against the rules; that the sole reason for not joining the

duty by the workman was his sickness for which he had been sending applications supported with medical certificates but the management neither rejected nor replied in the matter; that the management did not revise his Salary which he was drawing before 1985 and his subsistence allowance was also calculated on the basis of wages drawn by him in 1984; that his salary was not revised after every reinstatement; that prolonged absence without leave which is denied may be a misconduct under the standing order i.e. Shastry Award applicable to the employee for which disciplinary action could be taken; that the management illegally terminated the services of the workman vide letter dated 25-5-95 for unauthorised absence. No chargesheet was issued nor any enquiry was held. Thus the management violated the Article 311 of the Constitution of India, provisions of Shastry Award and also the principles of Natural Justice. The action of the management to terminate the services of the workman was illegal, mala fide and amounts to unfair labour practice; that the workman submitted an appeal to the Zonal Manager against the illegal orders of termination vide letter dated 8-7-95 but the Personnel Manager summarily rejected the appeal; that under the ID. Act 1947 by which the workman is governed all termination spells out retrenchment. That the management did not pay retrenchment compensation and the order of termination is rendered a nullity in the eyes of law and has to be taken as if it never came in existence; that the workman is to support a large family and since the date of illegal termination he made utmost efforts to find an alternative job but has failed in this regard, in view of the above submissions the workman has prayed that the matter be adjudicated in favour of the workman and he be reinstated in service with full back wages, continuity of service and other benefits with interest at the rate of 18%.

5. The case of the workman was contested by the Management of Punjab National Bank by way of filing a written statement. In the written statement it has been alleged that the service conditions of the bank employees are governed by the Industries Awards Bipartite Settlement. Para 17(1) of the Bi-partite Settlement dated 10-4-89 (popularly known as Vth Bi-partite Settlement) provides certain conditions in which an employee may be deemed to have voluntarily retired from the banks service on the expiry of a notice of 30 days and in absence of any satisfactory reply of the employee. Since Shri Chhabra had absented from duties for more than 90 days continuously, bank took action by giving 30 days notice the terms of the above mentioned clause 17(1) of the Vth Bi-partite Settlement. He failed to report for duties, hence he was treated to have voluntarily retired from the bank's service; that the case of the workman is not a case of retrenchment or termination of services as alleged by him; that the workman Sh. Chhabra while being posted at B.O. Dev Nagar Delhi was placed under suspension on

25-9-93, he was served with the charge sheet dated 18-10-93 and thereafter, an enquiry was held vide order dated 4-11-93 of the disciplinary authority; that during the pendency of the enquiry proceedings suspension of the workman was revoked by the disciplinary authority and vide order dated 4-11-94 workman was advised that his suspension had been revoked and he should immediately report at regional office North Delhi or further posting/duties; that the workman did not respond to the said orders till 10-11-94; hence Regional Manager North Delhi advised him vide letter dated 10-11-94 that since he had not reported for duties he is treated to be absent unauthorisedly. He was also advised to report for duties immediately; that there had been a series of exchange of communication between the workman and the bank over the said issue of his reporting and absence from duties at Regional Office North Delhi Region and each communication the bank had advised him that he should immediately join his duties failing which action may be taken by the bank. In the communications received from workman he stated that he will not accept reinstatement as he wanted that his grievances relating to the past period should be settled first; he was also advised by the Regional Office North Delhi that his grievances can be looked into after he resumes his duties but the workman did not pay any heed to it; that in the light of the above background and the attitude of Mr. Chhabra bank was left with no other alternative but to invoke the provisions of para 17 of the Vth Bi-partite Settlement. In accordance with these provisions notice dated 22-3-95 was issued to Shri Chhabra workman where in he was advised that he is being given 30 days time to join his duties failing which his service shall be determined in terms of para 17 of the Vth Bi-partite Settlement. In response the workman expressed in his letter dated 3-4-95 that his failure to report for duties is due to non settlement of his grievances/demands; considering this response of the workman on expiry of 30 days time bank could have treated him to have retired voluntarily but the bank waited for some more time to enable the workman to resume his duties. This effort of the bank proved to be futile and ultimately vide notice dated 25-5-95 workman was intimated that having regard to the fact that he does not appear to be interested to resume his duties and continue his service with the bank, he is treated to have voluntarily retired with immediate effect. The Bank however denied the several contentions of the workman regarding previous history of his service. However it was admitted that the security guards of the regional office North Delhi were advised not to allow him (workman) enter into the premises for the security of bank's record and property. It was further contended that the suspension orders of the workman were revoked w.e.f. 4-11-94; which fact was also confirmed vide letter dated 10-11-94; that the bank has given him sufficient opportunity to report for duties and also to submit his explanation for his absence but he did not report for duties

nor give satisfactory explanation for his absence; that although there is no scope of appeal in such disputes as it is not a case of disciplinary action yet on his appeal it was considered and disposed of; that there is no illegality or violation of any of the provisions of the law on the part of the bank and the workman has no merit in his case for reinstatement in service with full back wages. Hence terms of reference may be decided in favour of the bank

6. As against the written statement of the management the workman has also filed rejoinder. In the rejoinder while denying contentions of the management, the workman reiterated his earlier versions and added that he was very keen to join duty but he was sick therefore, he could not join the duty; that the facts of the case as alleged by the management are false and twisted; that the management had already directed security guards not to allow the workman to enter into the bank's premises; that the workman went to the bank to join duty on 22-5-95 and even thereafter, but he was not allowed to enter the premises by the security guard which has been admitted by the management; that the action of the management proves that the management was keen to terminate services of the workman; that the workman had also submitted medical bills for his hospitalization and operation and the management had belatedly acknowledged the same and paid after termination of the workman, that the act of the management was a colourable exercise of powers and the management has acted illegally and with malafide.

7. Both the parties adduced documentary as well as oral evidence in support of their case. In oral evidence the management filed affidavit of Sh. Vinod Pal Chaddha Sr. Manager of B.O. Dev Nagar and Shri R. K. Chug working as Manager Personnel at North Delhi region office P.N.B. who was also cross examined as MW1. On the other hand the workman filed his own affidavit and was cross-examined by representative of the Management. I have heard representatives of the parties and have perused the file.

8. At the very outset it is worth to be mentioned that from the terms of the reference as well as written statement of the management it is clear that it is a case of deemed voluntary retirement of the workman w.e.f. 25-5-95 under clause 17 of the Vth Bi-partite Settlement and not a case of termination as alleged by the workman. Hence for proper adjudication of the reference, it has to be seen as to whether the management has applied the provisions of clause 17(a) of the Vth Bi-partite Settlement properly.

9. Learned counsel for the workman vehemently argued that from the overwhelming documentary as well as oral evidence on the record it is evident that there was no intention of the workman, of not joining his duties in

the Bank. In order to invoke provisions of clause 17 of the Vth Bi-partite Settlement dated 10-4-89 the authority concerned must have satisfactory evidence that the workman concerned has taken up employment elsewhere in India or when the management is reasonably satisfied that he has no intention of joining duties. Admittedly, in the instant case, the workman was repeatedly charge sheeted and suspended for one or the other reasons since the year 1983 and onwards and whenever he raised his demands for his due rights he was charge sheeted, placed under suspensions and reinstated without enquiry. When he was advised to report in duty through letter dated 4-11-94 at Regional Manager's Office North Delhi Region and it was ordered that he shall be deemed to on bank duty from the date he reports at Regional Manager's office, admittedly he gave his detailed reply of letter dated 4-11-94 through his letter dated 12-11-94 in which he clearly informed the management that reply of his letter dated 4-6-94, 10-11-93 and 27-9-94 were still awaited; that since 1983 onwards whenever he demanded his due rights from the management he was charge sheeted, suspended and victimized. He also disclosed his apprehension that in case he accepts this reinstatement at this stage, enquiry officer conducting the departmental enquiry of B. O. Pahar Ganj and B. O. Dev Nagar New Delhi may stop concluding the alleged enquiry against him for one or more years and management may suspend him again on some other ground; therefore, he requested through this letter dated 12-11-94 that presently departmental enquiries in respect of his suspension cases of B. O. Pahar Ganj and B.O. Dev Nagar New Delhi may be completed and only thereafter, he wants to get himself reinstated in the bank's service. A photo copy of this letter has been produced by the management itself. Again in his subsequent letter dated 2-12-94 he wrote that he will be reporting for duty in Regional Manager's Office only after needful of every point as mentioned in his letter dated 12-11-94 is done by the management under intimation to him. The workman has also replied the letter dated 29-11-94 through which he was informed that since he had failed to report for duty as directed, his absence was being treated as unauthorised absence on loss of pay. In his reply to this letter dated 29-11-94 the workman disclosed that no reply of his letter dated 12-11-94 and 8-12-94 was given to him by the management and it was still waited. He also disclosed in this letter that he was not feeling well with the result that he could not join his duties. A copy of this letter has also been produced by the management itself. It is also worth to be mentioned that in the meantime a show cause notice dated 17-2-95 was also issued to the workman alleging that after revoking of the suspension/ transfer to Regional Office North Delhi Region, the enquiry against him was concluded by the subsequently enquiry officer who found him guilty of the charges levelled against him, hence it was proposed to impose upon him the punishment

of stoppage of two increments with cumulative effects. Hence he was required to show cause against it in writing within 7 days from the date of the notice. The notice of 30 days was issued to the workman on 22-3-95 in informing him that he was continuing to remain absent unauthorisedly despite repeatedly being advised to join duties and satisfactory explanation for his absence was also not received to the management. It was, therefore, presumed that he was taken up some other job/occupation and he is no more interested in the service of the bank. Accordingly he was advised either to report for duty within 30 days or submit his explanation for his absence failing which it will be presumed that he has voluntarily retired from bank's service in terms of para 17 of the Bi-partite Settlement. It was added that the workman again sent a letter dated 3-4-95 with reference to the management's letter dated 23-3-95 i.e. the notice of 30 days inter alia alleging that he had no intention of leaving services of the bank, he was ready to join service of the bank provided his genuine official demands were fulfilled (photo copy of this letter has been filed by the management itself). That on 25-5-95 the workman further gave an application to the Regional Manager North Delhi Region New Delhi alleging that "I came here today to join my duties but I was not allowed to join. Previously also before 3-4 days, I came in the Office and asked Personnel Manager about my joining but he did not reply. I, however, could not join my duties due to following reasons:—

- (i) Due to my illness.
- (ii) Due to the reasons mentioned in my letter dated 12-11-94, 2-12-94, 19-12-94 and 9-4-95.
- (iii) Even after 15-4-95 I could not join my duties due to my illness. As a matter of fact, I used to remain ill for which I had intimated you vide my letter sent under postal certificate. Management has, however, illegally retired me". The representative of the workman further submitted that the Workman had also undergone piles operation in Bhatia Nursing Home and Children Hospital w.e.f. 21-3-95 to 29-3-95 and after the operation due to excessive bleeding and operation procedure he had gone weak and was advised by the doctor not to sit continuously for prolonged period from 30-3-95 to 29-4-95. On account of his operation and illness he was further advised by the doctor for complete rest w.e.f. 30-4-95 to 20-5-95. The workman had also sent a letter coupled with medical certificate of the doctor to the Regional Manager Punjab National Bank Regional Office North Delhi.

The workman has also filed copy of his letter dated 22-5-95 coupled with medical certificate with the Regional Manager to allow him to join his duty w.e.f 22-5-95. Although genuineness of these photo copies of the letter have not been admitted but MW1 Shri R.K.Chug, Manager Personnel of the bank has in his Cross-examination admitted that "It is correct that the workman was sick and was operated for piles and remained admitted in the hospital from 20-3-95 to 29-3-95. He added that his sickness was genuine. There is another important point to be noted as argued by the A/R of the workman the management was so much annoyed and displeased with him that admittedly the security guard deputed at the gate of the bank was directed by the Bank Authorities not to allow the workman to enter into the bank premises without taking prior permission of the officer. The workman has clearly stated in his cross-examination that after recovery from his illness he went to the bank to join his duties on 22-5-95 but he was not permitted by the security guard to enter into the premises of the bank and so he could not join his duties. That after 22-5-95 he again went to the bank to join duty on 23 and 25-5-95 but .....every time he was not permitted to enter the premises of the bank by the security guard. He added that the notice dated 22-3-95 was actually received by him on 31-3-95 when he was ill and was advised by the doctor to take rest. He further stated that the sole reason for not joining his duty was his sickness. The representative of the workman submitted that these facts have been admitted by the Management, hence the act of the management can not be justified as it has apparently acted arbitrarily, ignoring all the legal provision, facts of the case and principles of natural justice which has caused injustice to the workman.

10. After perusal of the file and considering the submissions of the learned representative of the workman I find that the contentions of the representative of the workman is not without force.

11. The crux of clause 17 of the Vth Bi-partite Settlement is that the authority concerned must have sufficient material to conclude that the workman had taken up employment elsewhere or has no intention of joining duties. In the instant case, I find that from the admitted facts of the parties there was no ground for coming to the conclusion that the employee/workman had no intention to join duties or he has taken up another employment. No

doubt in his letters the workman has alleged that he would join the duties only after his grievances are solved but at the same time he also alleged that he was sick and he had also undergone piles operation and advised by the doctors to take complete rest, therefore he was unable to join duty. This fact has not been denied by the management. Rather the factum of his illness has been admitted in oral evidence MW1. Apart from this admittedly the management had ordered the security guard deputed at the entry gate of the Bank, not to allow the workman to enter into the premises of the Bank without prior permission of the authorities. So, according to the workman when, after recovery from his sickness, he went to the Bank on 22-5-95 to join his duties, he was not allowed by the Security Guard to enter into the premises, therefore, he could not join his duties. The Management has also filed a letter dated 6-5-95 issued by the Regional Manager to the Security where in he has clearly directed the Security Guard not to allow K. L. Chhabra clerk-cum-Cashier to enter into Regional Office. These instructions were issued about three weeks before the termination of the workman's services which supports the workman's version and also malafides of the management with a sole motive to harass and victimise the workman, not to allow him to join his duty and illegally terminate his services. A permanent employee has a legal right to enter the place of the duty and the authority concerned/management cannot stop his entry. It is rather very surprising that on one hand management had instructed the workman to report for duty and at the same time instructed the Security Guard not to permit him to enter into the premises of the bank. According to the workman he had also gone even on 25-5-95 to report for duty but he was not permitted by Security Guard to enter the bank premises and, therefore, he could not join the duty. Besides, admittedly on 25-5-95 i.e. the date of impugned order the workman was present in the bank and also moved an application before the authority concerned to permit him to join his duty but even then he was not permitted. Although he could have been permitted under the provisions of clause 17(a) itself of the Vth Bi-partite Settlement which provides as under :—

"In the event of the employee submitting a satisfactory reply, he should be permitted to report for duty thereafter, within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules or service"

It is to be noted that if the workman was absent from duty without an reasonable cause, no doubt the management had a right to take any action regarding his unauthorised absence which amounts to misconduct under the rules of service but there was no reason for the management, to believe that the workman had no intention to join services

or that he had taken any other job. Obviously, the admitted facts and evidence on the record lead to the only conclusion that there was no material or evidence before the authority concerned to conclude that the workman had no intention to join duty. The Bank cannot consider past records or his misconduct of workman while exercising powers under clause 17 of the Vth Bi-partite Settlement. Moreover, no reasons has been advanced for arriving at the conclusion that the workman had no intention to join duty or had taken up employment elsewhere. It is well established at an order passed without proper application of mind and disclosing sufficient reasons must be deemed to be per se arbitrary and even malafide in law.

12. In view of above discussions, I hold that the impugned order dated 25-5-95 of the Management of Punjab National Bank in deeming the workman Shri K. L. Chhabra to have voluntarily retired from service w.e.f. 25-5-95 under clause 17 of the Vth Bi-partite Settlement cannot be legally is illegal unjust and unfair and also arbitrary and against the provisions of law and principles of natural justice hence it cannot be sustained. The powers vested in the authority concerned under clause 17 of the Bi-partite Settlement was not exercised properly and objectively. It was also unwarranted. Hence the impugned order is quashed. As a natural consequence the workman is entitled to the relief of reinstatement with continuity of service and all consequential benefits including full back wages and arrears. The reference is answered accordingly.

BADRI NIWAS PANDEY, Presiding Officer

Dated : 25-07-2002

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 88/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-07-2002 को प्राप्त हुआ था।

[सं. एल-12012/111/92-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S. O. 2741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/92) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown

in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 29-07-2002.

[No. L-12012/111/92-I.R.(B-II)]

C. GANGADHARAN, Under Secy.

### ANNEXURE

BEFORE SHRI S.M.GOEL, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT,

### CHANDIGARH

Case No. I.D. 88 of 1992

President, C.B.I. Employees Union,  
811, Phase-I Urban Estate,  
Focal Point, Ludhiana.

....Applicant

Vs.

Regional Manager,  
Central Bank of India,  
Regional Office,  
470, Sayal House,  
Lajpat Nagar Market,  
Model Town Road, Jalandhar (Pb.)

....Respondent

### REPRESENTATIVES

For the workman : None

For the management : Sh. Shammi Kaplish

### AWARD

Dated : 16th July, 2002

The Central Govt. Ministry of Labour Vide Notification No. L-12012/111/92-I.R.(B.2)—dated 10th August, 1992 has referred the following Dispute to this Tribunal for adjudication :

“Whether the action of the management of Central Bank of India in punishing Sh. Joga Singh, Armed Guard, by stopping of two increments, is legal and justified? If not, to what relief is the workman entitled?”

2. None appeared on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.

Dated : 16-7-2002

S. M. GOEL, Presiding Officer



नई दिल्ली, 6 अगस्त, 2002

**का. आ. 2742.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं०-2 मुंबई के पंचाट (संदर्भ संख्या 2/37/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-07-2002 को प्राप्त हुआ था।

[ सं. एल-12012/111/94-आई.आर. (बी-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

**S.O. 2742.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/37/1994) of the Central Government Industrial Tribunal-cum-LC No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 29-7-2002.

[No. L-12012/111/94-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI  
PRESENT

S. N. SAUNDANKAR, Presiding Officer

REFERENCE NO. CGIT-2/37 OF 1994  
EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF SYNDICATE BANK

Assistant General Manager, Syndicate Bank, Zonal  
Office II Wing, Plot No. 85, Cuffe Parade, Colaba,  
Mumbai-400 005,

AND

THEIR WORKMEN

Gunwant S/o. Purshottam Parse, R/o 181, Shankar  
Nagar, Nagpur-440 010.

#### APPEARANCES :

FOR THE EMPLOYER : Mr. D.B. Shetty,  
Representative

FOR THE WORKMEN : Mr. M.B. Anchan, Advocate,  
Mumbai, Dated 5th July,  
2002.

#### AWARD PART-II

By the Interim Award dtd. 19-6-97(Exhibit-19) my  
Learned Predecessor held that the domestic inquiry

conducted against the workman Parse was against the Principles of Natural Justice and that findings recorded by the inquiry officer were perverse. Consequently as per Section 11A of the Industrial Disputes Act and in the light of the observations in Neeta Kapilish Vs. Presiding Officer, Labour Court, 1999 CLR 219 opportunity was given to the management Syndicate Bank to lead evidence to justify its action of dismissal of the workman from the service w.e.f. 30-12-92 and consequently management and the workman led evidence in the matter.

2. The facts of the case concerning to the point which is to be determined by this Tribunal are as under:

Workman G.P. Parse was employed in the bank in 1971. He was promoted as Special Assistant. It is averred that while working at Nagpur, he was suspended by the order dated 12-2-92 for the alleged misconduct, and that on 27-5-92 he was chargesheeted mentioning therein that while supervising as Special Assistant at Law College, Square Branch, Nagpur, he misappropriated the amounts and falsified the records of the bank thereby doing an Act prejudicial to the interest of the bank vide clause 19.5 (j) of the Bipartite Settlement 1966. By the Statement of claim (Exhibit-2) workman contended that he has not committed any misappropriation nor falsified the bank record and that the inquiry officer did not give him opportunity and that the inquiry was not fair and the findings are perverse. It is contended he was illegally dismissed by the management on 30-12-92. It is his contention that the punishment imposed upon him is shockingly disproportionate to the charges levelled against him. He had filed appeal to the General Manager which came to be dismissed, therefore, he had raised this dispute. It is his contention that he has not committed any misappropriation nor falsified the record of the branch and that he has been illegally dismissed, therefore, the bank be directed to reinstate him in service with full back wages.

3. Management Syndicate Bank opposed the claim of workman by filing Written Statement (Exhibit-3) contending that while functioning as a Special Assistant at Law College, Square Branch, Nagpur, from 1990 he committed misappropriation by falsifying the bank record and therefore he was suspended and later on chargesheeted by chargesheet dated 27-5-92. It is contended that workman is Special Assistant was supervising cash, scroll writing, IBC, OBC, HO, Branch Adjustment sections.

4. It is contended in the matter of :

- (a) M/s. Arunkumar, Mumbai, he received bill under invoice No. 1011 dtd. 7-3-91 for Rs 6192 70 ps alongwith related lorry receipt No. 81722. The bill was booked on 19-3-91 under IBC No. 119/91 which was drawn on M/s. Vakil Cloth Stores, Ahmedali Road,

Maminpur, Nagpur. The representative of said Vakil Cloth Stores visited the Branch on 30/3/91 for the payment of the bill and for collecting the lorry receipt. Since cash counter was closed he approached the workman and at his advise customer paid the amount of Rs. 6192.70 ps alongwith the Bank Commission directly to workman, and that he handed over the lorry receipt duly discharged to the party. However, workman Parse did not account the said amount in the banks book of account, nor tendered the cash to the cashier, thereby he misutilised the money deposited by the customer. He did not stop there, but, to cover up this misappropriation he altered the IBC number in the ledger from 119 to 119A, rounded off the IBC and recorded in his own handwriting in the register "As per the party's instructions bill transferred to Gandhibagh, Nagpur Branch on 12-4-91", he altered the lorry receipt Number in the IBC register from 81722 to 81735. He created false documents taking false entries, workman it is contended made the entry in IBC register under IBC 230 on or around 28-6-91 with the invoice No. 1002 and Lorry Receipt No. 81335 and the bill which was initially booked for Rs. 6953.80 ps which was scratched and written as Rs. 6192.70 ps. He showed the realisation of bill as on 2-8-91 and deposited Rs. 6240.70 ps in realisation of bill booked in IBC 119 on 2-8-91. This came to light when M/s. Arun Kumar and Co. complained on non-receipt of the amount by them and Gandhibagh Branch informed about non-receipt of such bills on their end.

- (b) In the matter of M/s. Dharampal Premchand Ltd., Delhi, Bill No. 39351 dtd. 9-3-91 for Rs. 2128.74 ps was drawn on M/s. Navrang Pan Mandir on 20-3-91. M/s. Navrang Pan Mandir approached the workman for realisation of their bills. It is contended though the bill was not booked under IBC on that day workman advised the party to make payment and he handed over the discharged bills to them and that he took the entry of the bill under IBC 118/91 in his own hand writing and signature recording the bill realised on 20-3-91 putting signature with date 13-7-91. Workman did not account in the bank books the cash Rs. 2138.74 ps received from the customer on 20-3-91 or on subsequent days. For this workman recorded in Demand Draft Issue Register dtd. 13-7-91 under printed Sl. No. 024733 as 'duplicate' issued and recorded on the said demand draft as duplicate issued, which it is contended shows workman

did not account in the banks books of a account money received from the customer between 20-3-91 and 13-7-91 and resorted to falsification of records. This came to light when Navrang Pan Mandir claimed the loss suffered by them due to non-receipt of the material ordered by them. Workman thereby misappropriating and falsifying the record cheated the bank.

- (c) In the matter of Hans Rubber Industries (P) Ltd. drawn on M/s. Siddarth Sports at Nagpur, a bill was booked under IBC121/91 on or around 22-3-91. It was checked by workman. He made two entries in the IBC register, one as realised on 13-6-91 and the other as returned on 5-7-91. When the representative of M/s. Siddarth Sports visited the branch on 13-6-91 the workman delivered the bill under IBC 121/91 after receiving the cash from them. However, he did not account the cash in the branch books of accounts and misappropriated the same for his personal purpose. When bank called his explanation vide letter dtd. 25-11-91 workman himself deposited Rs. 965.45ps on 14-12-91 by showing the credit slip the amount as received from M/s. Siddarth Sports towards realisation of IBC 121/91.
- (d) In the matter of M/s. Hakeens Sports Industries, New Delhi, a bill for Rs. 1398 alongwith lorry receipt No. 2828271 dtd. 22-6-91 drawn on M/s. Siddarth Sports, Nagpur was received for collection. It is contended workman booked that bill under IBC 231 by checking it. M/s. Siddarth Sports realised that bill on 22-7-91 by handing over the amount to workman. However, he did not account the said amount in the Branch Books of Account and misappropriated the same, by falsifying the banks account.
- (e) In the matter of CR.IBA 2214 workman on 6-4-91 made entry in the outwards bills for collection register for national clearing in between the space of OBC 46/91 and 47/91. It is contended workman showed that a cheque No. 298753 dtd. 15-3-91 for Rs. 4,000 drawn on Canara Bank, Fort Branch, Mumbai by 'illegible' was collected for M/s. Narayana Kirana Bhandar. The said OBC was shown by him as realised on 16-4-91 by Cr. IBA 2214 Gandhibagh Branch, Nagpur, had sent the credit IBA No. 2214 dtd. 12-4-91 for Rs. 4,000 pertaining to realisation of OBC 49/91 for

Rs. 3,500 and CDD of Rs. 500. It is contended that workman prepared a transfer credit slip dtd. 6-6-91 for pay order No. 159161/273 in favour of M/s. Narayana Kirana Bhandar for Rs. 3985/- It came to light that M/s. Narayana Kirana Bhandar neither had any account nor any dealings with the branch and that it has stated that they have not given any cheque for collection nor they received the pay order of Rs. 3,985. Workman deposited the said amount only on 13-12-91.

It is contended that the above instances show while supervising as Special Assistant at Law College Square Branch, Nagpur workman misappropriated the amounts received from customers towards realisation of their bills and he falsifying the records of the bank, misappropriated money, cheating the bank as well as the customers concerned.

5 It is contended inquiry officer giving opportunity to the workman and on recording the evidence, held workman guilty of the charges and that Disciplinary Authority on the proved charges which amounts to an act prejudicial to the interest of the bank vide clause 19.5(j) of the Bipartite Settlement 1966, imposed the punishment of dismissal. It is contended considering the proved charges the order of penalty of dismissal was passed which is not at all disproportionate. It is contended the action of the bank being totally justified, consequently the claim of the workman be dismissed in toto.

6 As stated above since the inquiry vitiates, to prove the charges bank filed affidavits in lieu of Examination-in-Chief of Manager Mr. V.S. Telang (Ex. 22) Assistant Manager Mr. T.S. Rao (Exhibit-27); Manager Mr. Shankamarayan (Ex. 28) and clerk Shri Dhuwad (Ex. 40) and eventually closed evidence vide purshis (Exhibit-47). In rebuttal workman Parse filed affidavit in lieu of Examination-in-Chief (Exhibit-48) and closed evidence vide purshis (Exhibit-91).

7. Management Bank filed written submissions (Ex. 92/44) and the workman (Exhibit-93). On perusing the record as a whole and hearing the Learned Representative for the management and the counsel for the workman and the written submissions, I record my findings on the following issues framed at (Exhibit-8) for the reasons stated below:—

Issues	Findings
2. Whether the action of the management of Syndicate Bank, Bombay in dismissing Shri G P. Parse, Spl. Assistant from service w c.f. 30-12-1992 is justified?	Yes.
3. If not, to what relief the workman is entitled to?	As per order below.

## REASONS

8. Management Syndicate Banks action of dismissal of workman Parse is based on the report of the inquiry, wherein it was held that charge of misconduct against the workman was proved. Since the inquiry held vitiated, management led evidence and in rebuttal, the workman and on that basis action of the management is justified, or not is to be determined.

9. So far the incident (a) is concerned, workman denied the same contending that two bills pertaining to M/s. Vakil Cloth Stores, Nagpur for Rs. 6,192.70 ps and Rs. 6953.80 ps respectively drawn on M/s. Arun Kumar & Co., Bombay were booked under IBC 119/119A and as per the parties instructions the above bills were rounded off to transfer to Gandhibagh, Nagpur Branch and kept the bills duly signed by him in his drawer and on subsequent date the bills with other inward bills were given to concerned clerk for entry in the IBC ledger presuming that, both the bills since under cover were not submitted by the party and that the clerk has shown entry of Rs. 6,953.80 ps which were corrected by him and made fresh entry of Rs. 6,192.70 ps and further contended that since there was fake entry from the party, he reminded the party and has responded the bill for Rs. 6192.70ps on 2-8-91 by paying the cash across the counter which was not given to him and contended that the bills are kept under joint custody of officer and without his knowledge it cannot be released by the Sub-manager, thereby there was no fault on his part. In so far as incident No. (b), he contended that Bill No. 39351 favouring M/s. Navrang Pan Mandir was realised on 13-7-91 under IBC No. 118/91 and it was customary on his part as a special assistant to complete the work with efforts and therefore he booked the bill in his handwriting however the relative IBC voucher was not traceable in the bill voucher, therefore instead of preparing IBC voucher simple OG-88 was obtained which was signed by the party and presented to the cash counter for payment on 13-7-91, thereby there was no fault on his part. So far incident (c) is concerned, according to him, Bill No. 1677 for Rs. 914 booked under IBC 121/91 favouring M/s. Siddharth Sports, Nagpur, was enjoying credit facility with the branch however as the account was highly irregular recovery steps were taken against it and on the instructions of the Manager of the Branch, as large number of bills were ready for returning to the concerned parties and as per the procedure bills alongwith the returning memo were to be submitted to the Sub-Manager of the bank vide his counter signature and onwards disposal to the postal department and that the bill was reported as returned in IBC Ledger on 13-6-91 which was kept pending by the Sub-Manager giving final warning to M/s. Siddharth Sports to realise the bill however, on the instructions of the Sub-Manager the party responded the bill on 14-12-91 and since the relative IBC payment slip was cancelled earlier, fresh OG-88 slip was utilised on the instructions of the

Sub-Manager and in so far as incident(d) is concerned, according to him M/s. *Hakeens Sports Industries* a bill booked under IBC 231 for Rs. 1,398 drawn on M/s. Siddharth Sports, Nagpur reported to be realised on 22-7-91 cannot be believed, in as much as, such foil was delivered by him to the party and after handing over charge to other officer same entries continued in the balancing book. As regards incident (e) it is his contention that, Cheque No. 298753 dated 15-3-91 for 4,000/- drawn on Canara Bank was booked by him in favour of M/s. Narayan Kirana Bhandar a registered firm however as one of its partners had assured the Branch to operate firms account with their branch, as a result of which, he had given the cheque for collection with the assurance to open account on the same day, however, the cheque was booked under national clearing but the party failed to open his account on the same day, and with the realisation of Rs. 4,000 under IBA 2214 received from Gandhibagh Branch, efforts were made to trace the realisation proceeds in OBC outstanding in the register the OBC 49/91 and CDD of Rs. 3,500 and Rs. 500 were already rounded off with some other credit IBC, there were no entries left in OBC ledger and CDD ledger and assuming that the proceeds pertain to OBC of M/s. Narayan Kirana Bhandar pay order for Rs. 3,985/- after deduction of Bank Commissions of Rs. 15 were remitted to them vide Pay Order 159161 for Rs. 3985. He contended that their Branch send realisation of OBC's and CDD's in clubbed amount in single thereby, it becomes difficult to ascertain as to how the proceeds is as pertaining to which bill as several bills are received therefore the mistakes occur thereby he contended that he has not committed misappropriation of any amount nor falsified the records of the bank.

10. Management witness Mr. Telang clearly deposed that while investigating the irregularities he found M/s. Vakil Cloth Stores had retired a bill on 30-3-91, as seen from the photo copy of Bill No. 1011 alongwith receipt dtd. 21-4-91 and that on the L.R.No. 81722 workman had on the reverse signed and endorsed received payment. He further deposed that in Branch record a credit slip for Rs. 6240.70 ps (OG 36) was shown as cash received on 2-8-91 not signed by the depositor of the cash and that in the said credit slip IBC No. was changed to 230/91. However, in the IBC register the invoice number was mentioned as 1022 and LR number 81335 whereas the credit slip showed invoice number as 1011 and L. R. No. 81722, in connection with the incident (a) of Arun Kumar. He further added that in case of incident (b) relating to Dharam Pal Premchand on seeing the IBC register Folio 228, workman in his own handwriting made an entry at 118/91 with signature dtd. 13-7-91, on the bill drawn on M/s. Navrang Pan Bhandar and that on inquiry it was transpired payment was made by the party on 20-3-91 which was confirmed by the party itself and that on verification of the voucher it was found on 13-7-91 OG-88 was used for purchase of

demand draft for Rs. 2,138.74 ps and further it was transpired the DD was shown at IBC 118/91 OG-36 dtd. 17-7-91 and further deposed that on scrutiny of DD Register Folio dtd. 13-7-91 and 17-7-91 indicate on 13-7-91 workman had written on the DD 'duplicate issued' on 17-7-91, and that there was no mention of the duplicate on 17-7-91, He further added that in so far as the incident (c) in connection with Hans Rubber Industries (P) Ltd., the branch had received letter from the above company on 26-10-91 complaining about non-receipt of proceeds, however on scrutiny of the IBC register it was revealed that at pg. 229 the said bill was booked at IBC 121/91, drawn on Siddharth Sports, Nagpur, shown as realised on 13-6-91 by the workman and that the said Siddharth Sports pointed out that they had made payment on 13-6-91 and in support handed over the bill 1677 and LR No. 2758462 of MP UP Transport Company having receipt No. 23825 and that bill showed no branch seal and the IBC Number and the amount was credited in December 1991 after recovering from the workman and in so far as Incident (d) M/s. Hakeem Sports Industries he disclosed that it had sent the bill for Rs. 1393 alongwith LR No. 282827 drawn on Siddharth Sports, Nagpur for collection, of the bill which was booked under IBC 231. However, Siddharth Sports Nagpur vide their letter dtd. 23-1-1992 apprised that they had realised the bill on 22-7-91 and that they produced the parties bill for Rs. 1398/- and receipt No. 35348 of Delhi 89 UP MP Transport Company which was not accounted in the records of the bank and further in connection with incident (e) he disclosed that, he observed that in OBC register the entry for Rs. 4,000/- showing OBC No. 47/91 was made by workman which OBC was booked for Narayana Kirana Bhandar as new A/c. and cheque No. 298753 dtd. 15-3-91 drawn on Canara Bank and that entry was inserted between 46/91 and 47/91 and thereafter a credit IBA No. 2244 dtd. 15th April, 1991 from Gandhibagh Branch was utilised for realising this OBC and he further disclosed that there was confusion whether it was OBC/51 and CDD, however, later on it was transpired the IBA had realisation proceeds of OBC No. 51/91 for Rs. 3,500/- and OBC 49/51 for Rs. 500. However, the same was shown as realised by credit IBA 2186, which pertains to two items of Rs. 500 each and added that on inquiry Narayana Kirana Bhandar by the letter dtd. 12-6-91, confirmed that they had not given any cheque for collection, but, they received the proceeds of Rs. 3985 by pay order in settlement dues of workman and that subsequently he reimbursed the amount with interest on 13-12-91, He disclosed on seeing the Managers scroll written by the workman on 20-3-91 and 30-3-91 contains no cash deposits towards IBC realisation, however, the scroll written on 13-7-91 showed under the scroll No. 26 it was for Rs. 2138.74 and similarly the scroll written on 2-8-91 showed under scroll No. 9 as 230/91 Vakil Cloth

Stores Rs. 6,240.70 ps and added that on going through the SB A/c. sheet of workman his A/c. No. STF 50 in ledger on 30/3/91 showed a debit balance of Rs.346.25ps however a slip dtd.30/3/91 showed workman purchased pay order in favour of Bank of Maharashtra A/c. Nirmala for Rs. 1,100 by cash and that on 30/3/91 M/s. Vakil Cloth Stores had given workman an amount of Rs. 6,192.80 ps for realisation of the bill which was not accounted for and further added that on perusing IBC Balancing Book for 31st March, 1991 and amount of Rs. 6,953.80 ps was recorded under IBC 118/91 and if said IBC for Rs. 2128.74 ps as recorded in IBC register folio No. 228 was correct, the balance in the IBC balancing record book should have been recorded as such, which clearly shows entry of Rs. 2128.74 ps was recorded by the workman subsequently after taking out the balancing as on 31/3/1991 which shows alterations made in the IBC register folio No. 229 from IBC 118/91 to 119/91 and from 119/91 to 119/91A was subsequently done by workman and added that IBC 121/91 in IBC register folio 229 shows that was written on 13/6/91, however, the balance of IBC as on 29-6-91 shows that IBC was recorded in balancing book and the returned note was put in the IBC register subsequent to taking out the balancing on 29/6/91. In short he stated that during investigation it was revealed that there was tampering, scoring, falsification of records and misappropriation of the amounts.

11 Mr. T.S, Rao, Assistant Manager, who was working as Divisional Office, Nagpur knows well to the workman deposed to the effect that on the instructions of Divisional Manager, he visited the concerned proprietary units viz., M/s. Vakil Cloth Stores, M/s. Navrang Pan Mandir and M/s. Siddharth Sports to find out about the realisation of inward bills of Law College Square Branch, Nagpur, and that on inquiry he was told that, they had given workman a Bill No. 1016 dtd. 7/3/91 for Rs.6192.80ps along with necessary commission in favour of R. R. Kamal & Co., Bombay, he wanted that A they went to the bank on 30/3/91 and when the counter was about to close, on the instructions of workman they gave him cash and that workman signed and returned those bills and that when he visited M/s. Navrang Pan Mandir the proprietor told him that he made payment of Rs. 2037.92 ps against the order No. 39351 on 20/3/1991 and that the payment was to be forwarded to M/s, Dharampal Premchand Ltd. towards supply of Pan masala, however the payment was not sent to the said firm promptly, hence the required Pan masala was not supplied, and that the payment was delayed and therefore they had demanded compensation of loss vide letter dtd. 5/8/91 (Exhibit-17). He further disclosed that when he visited M/s. Siddharth Sports, the proprietor, told him that they normally get their bills cleared by paying cash, however,

regarding M/s. Hans Rubber Industries, Meerut invoice No. 1677 dtd. 3/3/91 for Rs.914 and Sports Industries Bill No. G R 2828271 dtd. 22/6/91 for Rs.1398/- cleared on 22/7/91 and disclosed that proprietor told him they gave money to workman along with Commission. Thus according to Mr. Rao the above said three parties told him that they paid the necessary bill amount in cash to workman directly, however, that was not accounted in the books of the bank which he reported to Divisional Manager, Nagpur.

12. Management Witness, Mr. Shankamarayan stated in his evidence that on inquiry, he found workman was delivering the documents to the parties, without actually receiving the payment or receiving the payment from the parties, but not accounting the same in the books of the bank which were serious irregularities. Clerk of the bank Mr. Dhuwad clearly deposed that he was working as clerk under the supervision of workman during the material period and that on the instructions of workman, he altered the figures.

13. Mr. Telang nodoubt in his cross-examination para. 11 stated that entry in connection with Bill No. 119/91A. His not in the handwriting of workman and that one Dhuwad who was the clerk made those entries and further admitted that he does not know anything in respect of the incident of M/s. Vakil Cloth Stores and that he investigated the matter on the presumption that the complaints received, were correct. However, he had to admit that on investigation he found the workman had misappropriated about Rs. 11 to 12 Thousand. Dhuwad clearly deposed that on the instructions of workman who was supervising his work, altered the figures, therefore the entries made Dhuwad as disclosed by Mr. Telang, were made as per the advice of workman. Consequently workman cannot escape in view of the position. It is seen from the evidence of workman he tried to save his skin by naming Dhuwad at one place and sub-manager at different places. Management witness Shankamarayan in his cross-examination para 17 clearly pointed out that Dhuwad did not make any mistake and that he had no role in the matter as Dhuwad himself in his evidence pointed out that entries were made as advised by workman. A man may speak lie but not the document. Documents filed with list (Exhibit-21) showed alterations scoring. Workman in his cross-examination admits that during the material period he was Special Assistant who has to discharge the duties more carefully, properly as laid down in the circulars and manual of instructions. He was incharge of IBC & OBC. On receiving the slip by the cashier they make round in the register of bills and drafts and thereafter, deliver the documents to the parties concerned. He admits as Special Assistant he released many bills to the concerned customers, he is well aware of the letters received from M/s. Arun Kumar & Co, M/s Hans Rubber Industries etc. He unequivocally admits in cross para, 9 that Vakil Cloth Stores, Nagpur made payments to the bank and got

released the goods and that final payment was made to Arun Kumar & Co., as initially it had not received the money. He further admits that Dharampal Premchand & Co. had received money after 13-7-91 clearly point out, money was lying with workman during 20-3-91 to 13-7-91. It is significant to note that workman admits in cross-examination para 23/24 that he made payment to M/s. Narayan Kirana Bhandar Nagpur in the year 1991 and that he deposited amount of Rs. 4,000 with interest in the bank and further admitted he had requested the management to show him leniency during the course of inquiry. All these admissions coupled with the evidence of the witnesses examined by the management referred to above, in the light of the series of incidents, clearly point out workman for misappropriation altered the figures. Had workman not misappropriated had no reason to deposit the amount with the bank or to make the payment to the concerned parties and also had not reason to pray for mercy. He admits his signatures on the documents (Exhibits-67 to 70). Workman is a special assistant, a senior employee of the bank therefore hardly can be said that he had signed the documents blindly, unintentionally, when in a banking business absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee and in particular the bank officer. If that is not observed the confidence of the public/depositors would be impaired for which reliance can be had to case. Supreme Court in *Union Bank of India Vs. Vishwas Mohan* 1998(4) SCC pg. 310.

14. Thus going through the evidence as a whole it is clear that workman Parse while working in the bank as Special Assistant, misappropriated the money by falsifying the bank records. So far the action of dismissal is concerned, the Learned Counsel Mr. Anchan submits that it is disproportionate to the charges proved, which is violative of Article 14 of the Constitution. He had relied on *Ranjit Thakur Vs. Union of India*, (1987) 4 SCC. 611 (AIR 1987 SC 2386) wherein Their Lordships observed

“The question of choice and quantum of punishment is within the jurisdiction of the Tribunal (Court Martial). But the sentence has to suit the offence and the offender. It should not be vindictive or unduly harsh, it should not be so disproportionate to the offence to shock the conscience and amount in itself to conclusive evidence of bias. The doctrine of proportionality, as a part of the concept of judicial review would ensure that even on an aspect which is otherwise, within the exclusive power of Tribunal, if the decision of the court even as to sentence is an outrageous defiance of logic, then sentence would not be immuned from correction. Irrationality and perversity are recognised grounds of judicial review.”

15. The Learned Representative for the bank Mr. Shetty submits, act of misappropriation by falsifying the bank's record is major misconduct under clause 19 5(j) of the Bipartite Settlement, 1966, and that the punishment of dismissal only just adequate. He submits even a single case of misconduct if found to be of gravest nature, warrants dismissal. Misconduct defined in P. Ramanatha Aiyar's Law Lexicon Reprint Edition 1987 page 821 is as follows :

“The term misconduct implies a wrongful intention, and not mere error of judgment. Misconduct is not necessarily the same thing as conduct involving moral turpitude. The word misconduct is a relative term, and has to be construed with reference to the subject matter and the context wherein the term occurs, having regard to the scope of the Act or statute which is being construed. Misconduct literally means wrong conduct or improper conduct. In usual parlance misconduct means a transgression of some established and definite rule of action, where no discretion is left, except what necessity may demand and carelessness, negligence and unskillfulness are transgressions of some established but indefinite, rule of action, where some discretion is necessarily left to the actor. Misconduct is a violation of definite law; carelessness or abuse of discretion under an indefinite law. Misconduct is forbidden act, carelessness, a forbidden quality of and act and is necessarily indefinite. Misconduct in office may be defined as unlawful behaviour or neglect by a public officer, by which the rights of a party have been affected.”

In *State of Punjab & Ors. Vs. Ram Singh Ex-Constable*, 1992 (4) SCC 54, Page 59, Their Lordships of Apex Court held “Single Act of corruption is sufficient to award and order of dismissal and there is no need of plurality of acts of misconduct.” In the case in hand, workman during the material period misappropriated the amount by scoring the figures not once, but many times. True it is, while considering the penalty past record is necessary to be looked into. Workman in his cross-examination (Exhibit-48) Para-17 admits that before joining Law College Square Branch at Nagpur, he worked at Khandala Distt. Pune and therein 1991 he was chargesheeted for misconduct and he was imposed punishment of stoppage of increment, which shows not for the first time he committed misconduct. Therefore looking to the proved charges of misappropriation by falsification of record, which are of serious nature considering the position that bank is a financial institution of which foundation is faith and in the light of the rulings and the record, hardly can be said that punishment of dismissal is disproportionate. Consequently I find no substance in the submission of Mr. Anchan. In this view of the matter, action of the management in dismissing

workman Shri Parse from service w.e.f. 30-12-92 is totally justified and consequently he is not entitled to any reliefs. Issues are therefore answered accordingly and hence the order :

### ORDER

The action of the management of Syndicate Bank, Bombay in dismissing Shri G. P. Parse, Spl. Asst., from service w.e.f. 30-12-92 is justified and consequently he is not entitled to any relief.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 104/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/121/90-आई.आर. (बी-II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 104/98) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 06-08-2002.

[No. L-12012/121/90-I R.(B-II)]

C. GANGA DHARAN, Under Secy.

### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT:  
NEW DELHI

Presiding Officer: Shri B.N. Pandey

I.D. No. 104/98

Shri S.P.Bhardwaj

Bank of Baroda Employees Union,

C/o Bank of Baroda, GT Road,

Jalandhar.

....Workman

Versus

The Regional Manager,

Bank of Baroda,

GT Road, Karnal,

Haryana

... Respondent.

### AWARD

The Central Government in the Ministry of Labour vide its order No. L-12012/121/90/D2A dated 9-8-90 has referred the following industrial dispute to the CGIT Chandigarh which was later on dated 5-2-98 transferred to this Tribunal for adjudication vide order No-L-12012/121/90/D2A dated 05-02-1998 by the Ministry of Labour, Central Government of India :—

“Whether the action of the management of Bank of Baroda in imposing punishment of stoppage of three increments with cumulative effect and withdrawal of Head Cashier allowance of Shri S. P. Bhardwaj is legal and justified? If not to what relief the workman is entitled to ?”

The workman has filed his statement of claim stating that he is a member of Bank of Baroda Employees Union and that he was working as Head Cashier at Hissar Branch. In the course of official duties, the workman noticed a shortfall of Rs.6,500/- on 19-3-1983. In spite of his best efforts, the workman could not ascertain as to how the shortfall had occurred. Since the workman was incharge of the cash, he immediately borrowed an amount of Rs. 6,500 from the Agricultural Officer of the branch and made good the shortage. The shortage and making good of the shortage were brought to the notice of his superiors on the same day i.e. 19-3-1983 itself. It is stated that on 18-3-1983 the cash balance was checked and found in order by the Officers of the branch. The cash of 18-3-83 was also verified by Shri D. S. Rawat, Inspector of the Zonal Inspection Division of the Bank from New Delhi, who had gone on inspection of the branch. Vide letter dated 24-5-83, which he received at about 11 a.m. the workman was asked to proceed to New Delhi by the Branch Manager, Hissar branch to meet the Regional Manager, at Regional Office, New Delhi. The workman reached Regional Office, New Delhi at about 5 p.m. on 24-5-83 along with Shri K. S. Nain. The workman was not allowed to meet the Regional Manager and was made to wait in the room of Personnel Officer and at about 5.15 p.m. he was asked by the Personnel Officer in the Regional Office Shri Dharam Singh that Criminal case would be registered against the workman if he did not admit that he misappropriated the sum of Rs. 6,500 on 18-3-83. A statement was dictated by Shri Dharam Singh and the same was taken down in Hindi by the workman. While taking the confessional statement by holding out

threats to the workman, another Personnel Officer namely Shri P. K. Gupta was also present. Thereafter two more officers also came into the room of Shri Dharam Singh.

The workman was charge sheeted vide charge sheet dated 22-12-83. The charges levelled against the workman are that on or about 18-3-83 while he was functioning as Head Cashier, he misappropriated Rs. 6,500 made good the shortage by borrowing Rs. 6,500 on 19-3-1983 from Agricultural Officer and on 24-5-83 the workman admitted voluntarily that he misappropriated the sum of Rs. 6,500.

No opportunity was given to the workman to submit reply to the charge sheet. The Enquiry Officer held the enquiry in respect of the charge sheet dated 22-12-83 and held the charges proved against the workman. So the enquiry is illegal and invalid on various grounds. It is stated that the confessional statement dated 24-5-83 was obtained by Shri Dharam Singh, Personnel Officer under coercion and by holding out threats of criminal action against the workman. The enquiry was based on the investigation conducted by one Shri A. K. Suri who had submitted the report and that report was never produced in the enquiry in spite of various demands. The Enquiry Officer based his conclusion on the alleged statement of 24-5-83. The Bank did not produce the material witnesses who were present on 24-5-83 when the alleged confessional statement was obtained by holding out threats by Shri Dharam Singh. The findings of the enquiry Officer are perverse being without any evidence. The very fact that cash was checked and balanced on 18-3-83 at the close of banking time by two officers of the bank and also found in order by the Inspector of the Bank from Zonal Inspector Division who checked the cash and found the cash of 18-3-83 in order. Therefore, the cash could not have been misappropriated on 18-3-83. Hence the findings of the Enquiry Officer are perverse. The Bipartite Settlement provides for only one punishment, as the only misconduct alleged was misappropriation and the punishments of stoppage of three increments with cumulative effect and withdrawing of special allowance is violative of Clause 19.6.

The Bank filed its written statement stating that the enquiry held against the workman is fair and proper. Reasonable opportunity was given to the workman which was availed by the workman and there was no infirmities of any kind whatsoever. The charges, therefore, were proved in the enquiry. It is stated by the Bank that the workman was asked to proceed to Regional Office on 24-5-83 to meet that the Regional Manager for discussions and during the discussions he confessed misappropriation of Rs. 6,500. No threat was held out, as alleged. The workman submitted a letter stating that he did not want to contest the case. It thus corroborates that he admitted his guilt on 24-5-83. There are no infirmities in the enquiry.

The findings are based on the basis of evidence. There is no violation of the provisions of the Bi-partite settlement.

The workman filed his rejoinder rebutting the statement made in the written statement of the management and reiterated the submissions made in the statement of claim. The parties have filed their documents and the witness were produced in the Tribunal. I have heard the parties representative and perused the file.

From the findings of the Enquiry Officer dated 25-2-86, I find that the charges have been found proved on the basis of the alleged confessional statement dated 24-5-83.

During his arguments Ld. representative of the workman submitted that the enquiry was held on the basis of the investigation report of Shri A. K. Suri which report was never supplied to the workman although this document was very material and in absence of supply of its copy to the workman before starting enquiry proceedings or during the enquiry the workman was deprived of sufficient opportunity to rebut the contentions raised against him which caused injustice to him he added that the findings of the enquiry officer are based on the alleged confessional statement of the workman which is contrary to the evidence on record as well as records of the bank and that the workman has been awarded multiple punishments i.e. withdrawal of special allowance and also stoppage of increments which is in violation of provisions of Bi-partite Settlements; and that the enquiry was held in utter violation of principles of natural justice and provisions of law, that the orders of disciplinary authority and the appellate authority are also perverse and not speaking. Hence it cannot be sustained. On the other hand, it was contended on behalf of the management that the confession was made by the workman on the very date of the charge sheet that the disciplinary authority had also for the first time returned back the enquiry file to the enquiry officer to conduct it afresh excluding the confessional statement and that it is a case of stoppage of three increments along with withdrawal of allowance of head cashier, hence section 11-A of the I.D. Act, 1947 does not apply in the instant case.

At the very outset it is worth to be mentioned that the workman was found guilty of the charge of shortage of money worth Rs. 6500 on the sole basis of his own alleged confession made in writing on 24-5-83. Where as, according to the workman this confessional statement was not of free will but it was obtained in his hand writing under coercion and pressure. It is further alleged that at the beginning of the enquiry, Mr. Bhardwaj workman had also submitted a letter dated 17-4-84 to the enquiry officer accepting the charges in toto, and at that time he did not disclose the fact that his confession in writing dated 24-5-83 was obtained under duress, pressure or



coercion. According to the workman he was instructed by the bank to go to Delhi from Hissar and report to the Regional Manager about the incident so, he went there on 24-5-83 but he was not allowed to meet the regional manager by that officers of the personnel department of the Manager and his alleged confessional statement was got recorded in his own hand writing by Mr. Dharam Singh, Personnel Assistant of that Regional Manager by threatening him that if he did not give his confessional statement in his own hand writing he would be hand over to the police. This fact has not been specifically denied by management.

Admittedly no other evidence was adduced by the management before the enquiry officer to prove the charges against the workman except the said confessional statement of the workman himself. No doubt, the fact admitted requires no proof. But the admission/confession must be with free will, independent and free from coercion and pressure. In order to make confession basis of proof of a charge it must be free from all doubt and cross version and it should also not be retracted. In the instant case the workman has clearly alleged that the said confessional statement was got recorded from him by Mr. Dharam Singh, Personnel Officer of the Regional Manager under threat that if he did not confess in writing as dictated by him, he will be handed over to the police. In this regard, it will be appropriate to reproduce the observations made by the enquiry officer in his report as under:

“On being cross-examined Mr. Dharam Singh MW1 has stated that they acted on behalf of Regional Manager and did not think it advisable to refer Mr. Bhardwaj to the Regional Manager. Mr. Bhardwaj also states that he did not come all the way from Hissar to Delhi only to give the confessional statement without any specific charges against me. When cross examined, Dharam Singh has stated “as Personnel Officer I am working in the Regional Officer to carry out the instructions of the Regional Manager and advise him on personnel and I.R. matters. It is clear from the above that the possibilities of the facts as alleged by the workman that Shri Dharam Singh acted on behalf of the Regional Manager, got recorded the statement of Shri Bhardwaj and Shri Bhardwaj was not allowed to meet the Regional Manager cannot be ruled out.”

The question as to whether the so called confessional statement dated 24-5-83 was voluntary one or not can also be viewed from another angle. Admittedly it was recorded on 24-5-83. Prior to it no memo/charge sheet was issued to the workman with regard to the alleged shortage of cash of Rs.6500. No reason has been shown by the bank for the delay in initiating action against the workman for the said shortage of 18-3-83. Not taking any action immediately against the workman on or after 18-3-83 and calling him

only to Regional Officer, New Delhi vide letter dated 24-5-83 is indicative that the statement of confession is not voluntary. The findings of the enquiry officer that the statement dated 24-5-83 of the workman is entirely true and given in his hand voluntarily is not based on any evidence. But it is based on presumptions only.

Besides, the alleged confessional statement dated 24-5-83 of the workman is in ‘Hindi’ and it runs into 2½ pages. It is stated to have been made in presence of Shri Dharam Singh, P.K Gupta, H.B. Joshi and A. K. Suri who all have signed and put the date. A. K. Suri has put the date as 24-5-83 and rest of the three officers have put the date as 24-3-83. The statement bears the date of 24-5-83 which was written by the workman. Out of the officers, Shri Dharam Singh and P.K. Gupta are Personnel Officers. Shri Dharam Singh stated before the enquiry officer as under:

“As regards the date on which Mr. Bhardwaj made the statement I have to say that the date was put by me on seeing the date put by Mr. Bhardwaj on the statement. It may be due to slip of pen or mind and the date was put by me as 24-3-83 instead of 24-5-83. This statement of Sh. Dharam Singh is patently false as the workman had put date as 24-5-83. It is clear that Dharam Singh was trying to show as if the statement was given on 24-3-83 so as to appear that it was voluntarily done immediately after the alleged incident dated 18-3-83. It is also to be marked that the other Personnel Officers Sh. Pramod Kumar Gupta and H.B. Joshi have also put the date as 24-3-83 whereas A.K. Suri has put the date as 24-5-83.”

It is in evidence that the cash was checked and verified on 18-3-83. The evidence of Wazir Singh reads as under —

“Ex. W-2 bears my signatures as per the practice cashier balance is counted and kept in joint reserve. Only the packets are verified. The cash is kept on the end of the day in possession of two custodians one is head cashier and the other is accountant. When the cash is taken out from the joint reserve it is taken out with both keys. On 18-3-83 when the cash was kept at the end of the day there were two packets 100 denomination and 4 packets of 50 denomination in cashiers balance as reflected in Ex. W-2.”

It is significant to note that Ex. W-2 of the enquiry file is cash balance register which is a material document. For the day of 18-3-83 the Inspector Shri D.S. Rawat inspected the cash and put in signatures. Besides, there is a remarks as “Cash verified and found correct” put and signed by N. K. Batra whose evidence is extracted as under:

"It is correct that mark 'A' of Ex. W-2 bears my signature. I do not recollect whether the cash verification was done, being matter was very old. It is correct that above signature and the words written "cash verified and found correct" is written in my hand."

The statement of Shri M.K. Malik made during his cross-examination on 5-2-96 is also relevant which is extracted hereunder.

"I am fully aware of the procedure of keeping cash in the joint custody. It is correct that cash is closed and opened with two keys. One key remains with the Head Cashier and the other with officer/accountant/Manager."

From the above statements of these witnesses which is clear that the cash when closed on 18-3-83 was found in order and kept in the joint custody. Therefore, there could have been no occasion for removing of cash on 18-3-83 by the workman. So, the charge of misappropriation of cash on 18-3-83 is unsustainable. The factum of voluntarily giving confessional statement on 24-5-83 by the workman also becomes suspicious and as such unacceptable. Even the alleged letter dated 17-4-84 given by the workman stating that he does not want to contest does not prove the allegation of admission of guilt. The order sheet dated 3rd February, 1984 also shows that the enquiry officer has himself written that the charged employee neither admits the charges nor denied them. Hence it cannot be said that the workman had also admitted his guilt even before the enquiry officer. So, in absence of any other independent evidence the workman could not be held guilty merely on the basis of the alleged retracted confession dated 24-5-83 which was according to the workman a product of threat and coercion. I find that the findings of the enquiry officer holding the workman guilty of the charges levelled against him are baseless. The enquiry officer has himself observed as under:

"This action is true except that this does not preclude the possibility and probability of Mr. Bhardwaj having removed the cash in the manner explained by him in his statement dated 24-5-83."

It is well settled that mere suspicion how strong it may be cannot be made basis of proving guilt. As regards possibilities and probabilities it cannot be inferred from presumptions and assumptions.

Besides, it is said that the disciplinary authority himself for the first time, did not agree with the report of the enquiry officer which was based on the alleged confession and application dated 17-4-84 only and found that the letter dated 17-4-84 was not on unequivocal admission of charges and remitted the case back enquiry officer for a detailed enquiry. Therefore, but even after that the management failed to adduce any direct evidence whatsoever, to prove the charges, and the enquiry officer

again based his findings on the alleged confession only, submitted his report without proper application of mind. The disciplinary authority also did not appreciate the points involved in the case, accepted the subsequent report of the enquiry officer and passed final orders inflicting punishment on the workman which is against the facts, evidence and circumstances of the case and also law applicable thereto which shows improper exercise of jurisdiction. Therefore, the impugned order cannot be legally sustained. The appellate authority also did not consider the case properly and based its decision on the said confession and thereby landed into illegality.

In view of the above discussions, I find that the action of the management of Bank of Baroda in imposing penalty of stopage of three increments with cumulative effect and withdrawal of special allowance of the workman is not justified. It is illegal and invalid and is hereby set aside. The workman is entitled to all the consequential benefits of setting aside the order of punishment. Parties shall bear their own costs. Award is given accordingly.

B. N. PANDEY, Presiding Officer

Dated : 01-08-2002

नई दिल्ली, 6 अगस्त, 2002

**का. आ. 2744.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट ( संदर्भ संख्या 29/2002 ) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2002 को प्राप्त हुआ था।

[ सं. एल-12012/65/87-डी. II-(ए) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

**S.O. 2744.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank of and their workman, which was received by the Central Government on 02-08-2002.

[No. L-12012/65/87-DII(A)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
LUCKNOW

PRESENT

RUDRESH KUMAR, Presiding Officer

I.D. No. 29/2002 Delhi No. 62/87  
 Ref. No. L-12012/65/87-D.II(A)/D.III(A)  
 Dated : 28-6-1987

### BETWEEN

The General Secretary, Canara Bank Employees  
 Congress,  
 166/4, Panchkuin Road, New Delhi-1  
 (Espousing the cause of Shri Ashwani Malhotra)

### AND

The Manager, Canara Bank, Circle Office, Martial  
 House,  
 Hanuman Road, Parliament Street, New Delhi.

### AWARD

By Order No. L-12012/65/87-D.II(A)/D.III(A) dated 28-6-1987, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Canara Bank Employees Congress, 166/4, Panchkuin Road, New Delhi-1 (espousing the cause of Shri Ashwani Malhotra) and The Manager, Canara Bank, Circle Office, Martial House, Hanuman Road, Parliament Street, New Delhi for adjudication to CGIT-cum-Labour Court, New Delhi. Later, the Central Government vide order No. Z-20025/54/2001-CLS-II dated 19-4-2002 transferred this industrial dispute to this Tribunal for disposal.

The reference under adjudication is as under :

“Whether the action of the erstwhile Lakshmi Commercial Bank Limited in Terminating the services of Shri Ashwani Malhotra, typist/clerk with effect from 27-3-1984 is justified ? If not, whether the successor Canara Bank with whom the Lakshmi Commercial Ltd. is amalgamated is liable to reinstate Shri Ashwani Malhotra with continuity of service and back wages ?”

2. For the sake of discussion, the reference order may be classified in two parts : first; relating to validity of termination of the service of the workman Ashwani Kumar Malhotra, typist/clerk w.e.f. 27-3-84 by the Lakshmi Commercial Bank Ltd., and second; the liability of the Canara Bank, in case relief of reinstatement in favour of the workman, is granted.

3. The case of the workman, A.K. Malhotra, is that he joined Lakshmi Commercial Bank Ltd., (hereinafter to be referred L.C.B.), at it Mehrauli, New Delhi branch as a Typist/Clerk on June 1, 1981; that he continued to work in the said branch till 31-10-83; that thereafter, he was posted to the inspection department of the said bank at Kamal Cinema Bldg., New Delhi and worked there till

22-12-1983; and that thereafter he was posted back to the Mehrauli branch from 22-12-83 onwards till his service was discontinued illegally after 27-3-84. Thus, the workman continuously served with LCB from 1-6-81 to 27-3-84 i.e. for about 2 years and 10 months. It is further averred that the workman was appointed against ‘permanent vacancy’ and not any ‘leave vacancy’. He possessed eligible education qualification being a graduate in commerce and other experiences as was required for regular appointment in LCB. The bank manager also recommended for his absorption but the bank, instead of regularizing his services, illegally terminated his service without any notice, notice pay or retrenchment compensation. The workman pleads that his termination being void-ab-initio, he be treated absorbed as typist/clerk in LCB and be reinstated in Canara Bank pursuant to amalgamation of LCB in the said bank.

4. The management has denied continuity of the service of the workman to bring his case within the ambit of section 25-B of I.D. Act, entitling him to claim benefits under section 25-F of the said Act. It also has denied unfair labour practices on the part of the erstwhile LCB as alleged. The association of the workman with the LCB is not denied by the management but it is pleaded that he was not entitled to regularisation in the service of LCB, and in effect, the Canara Bank does not owe any responsibility to reinstate him

5. The management further pleads that the management of LCB Ltd., An All-India LCB Federation reached to a settlement as early as on 15-3-80, which provided that a Typist/Clerk could be appointed only if he was Ind Divn. Graduate with 50% marks and fulfilling the other eligibility conditions. The workman did not fulfill eligibility, qualification as was prescribed in the settlement and so he could not claim selection as Typist/Clerk nor was entitled to absorption only on the basis of working for a short period. It is pleaded further that the amalgamation of the LCB Ltd came into operation w.e.f. 27-4-85. The workman was not in the employment of the erstwhile LCB on the said date and so the Canara Bank does owe any liability to treat him or to appoint him in its services. Reliance is placed on clause 10 of the amalgamation scheme which is reproduced as under :

“10. All the Employees of the Transferor Bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the Transferee Bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the close of business on 27th April, 1985.”

It is pleaded that only those employees who were on the roll of the erstwhile LCB on 27-4-85 were permitted to continue in service and deemed to have been appointed

by the transferee bank at the same remuneration and terms and conditions. Since the service of the workman was terminated much earlier on 27-3-84, he was not on the roll of the LCB Ltd. And so, the Canara Bank, the transferee bank, cannot be fastened with liability of his absorption.

6. The management has also taken plea that dispensation of service of the workman is not retrenchment within the meaning of section 2 (oo) of the I.D. Act, 1947 and so, he is not entitled to benefit of section 25-F.

7. As said earlier, the main issues to be determined are: the legal status of the workman at the date of termination of service i.e. 27-3-84; and applicability of para 10 of the amalgamation scheme.

8. The statement of the workman that he was engaged at the Mehrauli branch of LCB and worked till 31-3-84 has not been categorically controverted by the management of Canara Bank. Also, that he was posted to the Inspection Department of LCB situated Kamal Cinema, New Delhi and further his posting back at Mehrauli branch on 23-12-83 and his working there till 27-3-84 also remain uncontroverted. The management has not denied association of the workman with the erstwhile LCB but has denied his continuous working from June 1, 1981 to 27-3-84. The workman has filed documentary evidence to show that he was engaged as daily wager on Rs. 10/- per day and also that his wages were credited to his S/B Account at Mehrauli branch. It is pointed out that he had worked for 264 days excluding Sundays and holidays, besides working at Kamal Building branch and again at Mehrauli branch continuously till his service was discontinued. A number of vouchers and photo copies of the Account slips showing credited amount in his account, have been filed. The management has not effectively controverted by any cogent evidence, the genuineness of these documents. A comprehensive chart is also filed by the workman with an application dated 20-4-83, which is on record. It gives details of the amount credited and other payments made to him. It was for the management to have produced its records to show that the workman had not actually worked or paid for more than two years and 10 months as claimed by him. Successive applications were filed by the workman before the Tribunal requiring the management to produce attendance register to controvert workman's claim but the management failed to produce its attendance register. The Hon'ble Supreme Court in H.D. Singh Vs Reserve Bank of India, AIR 1986 SC 132 held : "Employers failure to produce the attendance register to controvert the workman's claim as to the number of days he had actually worked, will lead to a inference of the correctness of the workman's claim. The court further held that striking off the name of a workman from the rolls by the employer amounts to

'termination of service' and such termination is retrenchment within the meaning of the mandatory provision contained in Sec. 25-F and is invalid."

9. The management's witness Mr. B.M. Parashar in his cross examination made evasive replies by stating that there existed no deal with the Canara Bank regarding the capacity in which the workman ever worked with the LCB. The manager used to bring him whenever he was required for any work. He categorically stated not having knowledge as for how many days he worked with the LCB in 1981, 82, 83 and 1984. He admitted service of the workman but could not say why his services was terminated. He admitted that there was no separate attendance register for casual and regular employees. The attendance of casual and regular employees were also marked in the same. It was the duty of the management to have calculated the actual days of working and to have categorically denied. In absence of categorical denial, facts stated by the workman regarding his working w.e.f. 1-6-81 to 27-3-84 can not be held to be untrue. The period being more than 240 days in 12 calendar months brings his case within the definition of 'continuous service' as defined under section 25-B of the I.D. Act, 1947. So, he was entitled to benefit envisaged under section 25-F of the said Act. The management has not stated providing retrenchment compensation etc. by LCB. Non-compliance of statutory provision of Section 25-F by the transferor bank (LCB) rendered discontinuity of the workman from its service, void-ab-initio, and in effect, the workman is entitled to be treated continued in service of LCB on same terms and conditions which existed on 27-3-84, till amalgamation:

10. Further, the claim of the workman, is that he was working against a permanent post of Typist/Clerk and used to discharge such functions during his tenure with the erstwhile LCB Ltd. On this basis he claims to be an employee legally entitled to absorption in Canara Bank. He also claims that he was fully qualified for the said post and his name was also recommended. There is no material on record to justify his claim that he was appointed against any permanent post by way of any selection. The management has categorically stated in his written statement that there existed a settlement dated 15-3-80 between LCB and All India LCB Employees Federation which fixed eligibility qualification of a typist/clerk to be IInd Division Graduate with 50% marks and fulfill other eligibility qualifications. The workman in his rejoined has not denied existence of this settlement and stated only to be IInd division Graduate but he did not state having 50% marks as was the criteria fixed by the settlement dated 15-3-80. Obviously, the workman though IInd Division Graduate did not fulfill the minimum criteria laid down by the said settlement and was not entitled to appointment on the post of Typist/Clerk. The said settlement also provided written/interview test. The induction of the

workman was not by any such selection. Assuming that he worked continuously for more than two years, this alone, in absence of selection and not possessing eligibility qualification would not entitle him for absorption. In this background, he was not an employee/deemed employee covered by clause 10 of the amalgamation scheme. His legal status was only a casual worker at the time of dispensation of his service. Thus, his claim for absorption in Canara Bank as Typist/Clerk does not stand. However, his disengagement from LCB without legal compensation etc. under Sec. 25-F was void-ab-initio, and so, he could be treated casual labour till the date of amalgamation. On amalgamation of LCB with Canara Bank, the casual labours were not absorbed. Accordingly, the workman is not entitled to absorption in transferee bank, viz. Canara Bank. However, the workman may be compensated by granting appropriate compensation. Taking prolonged litigation for more than a decade into consideration and also that he raised the industrial dispute before amalgamation order, the workman is held entitled to Rs. Two Lakh as compensation. This liability has to be born by the transferee bank i.e. Canara Bank.

11. Accordingly, the award is as follows :

- (a) that the action of Lakshmi Commercial Bank (LCB) Ltd. in terminating the service of Ashwani Kumar Malhotra w.e.f. 27-3-84 was not justified; and
- (b) that the workman is not entitled to be reinstated in Canara Bank as per amalgamation scheme and is entitled to compensation for Rs. Two Lakh from the Canara Bank.

LUCKNOW

26-7-2002 RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2745.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 79/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-02 को प्राप्त हुआ था।

[सं. एल-12011/64/89-डी. II (ए)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2745.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref No. 79/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 02-08-2002.

[No. L-12011/64/89-DII(A)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT  
LUCKNOW

PRESENT

RUDRESH KUMAR

PRESIDING OFFICER

I.D.No. 79/2002 Delhi No. 43/90

Ref. No. L-12011/64/89-D.II(A) dated 26-4-1990

BETWEEN

General Secretary, Punjab National Bank Workers  
Organisation, 898, Nai Sarak, Delhi-6.

AND

The Regional Manager, Punjab National Bank  
(Northern Delhi Region), F-14, Competent House,  
Connaught Place, New Delhi.

AWARD

By order No. L-12011/64/89-D.II(A) dated 26-4-1990, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Punjab National Bank Workers Organisation, 898, Nai Sarak, Delhi-6 and the Regional Manager, Punjab National Bank (Northern Delhi Region), F-14, Competent House, Connaught Place, New Delhi-6 for adjudication, to the CGIT-cum-Labour Court, New Delhi. Later, vide order No. Z-20025/54/2001-CLS.II dated 19-4-2002 the Central Government transferred this industrial dispute to this Tribunal for adjudication:

The reference under adjudication is reproduced:

"क्या प्रबंधन, पंजाब नेशनल बैंक, नई दिल्ली द्वारा दिनांक 25-6-88 के सरकुलर पत्र द्वारा दैनिक रिकन्सिलेशन शीट तैयार करने का कार्य

लेजर कीपर, टेलर, लॉग बुक लेखक या किसी अन्य लिपिक द्वारा किए जाने का आदेश दिया जाना उचित एवं वैध है ? यदि नहीं तो कर्मचारी किस राहत को पाने का अधिकारी है ?”

2. Issuance of Circular No. 4/88 dated 25-6-88 is impugned in this dispute. By this circular, a change in procedure and service condition is alleged by assigning duties of supervisory staff to the clerical staff without any special allowance, and further, without resorting to laid down procedures. Prior to impugned circular, the relevant circular read:

“The checking official will prepare a reconciliation sheet daily on form No. PNB-54 or PNB-55 for savings or current accounts respectively. To ensure that all the vouchers have been correctly recorded in the log book and have been posted in the relative accounts, the day's receipts will be added to the totals of opening balances of operated accounts and day's withdrawals will be added to the totals of closing balances of operated accounts to tally the two totals. The reconciliation sheet will be checked by a checking official to his satisfaction.”

By Circular No. 4/88 dated 25-6-88 the functional duty of preparation of reconciliation sheet were changed and in place of checking staff, this duty was assigned to ledger keeper/Tellers/Log-book Writer/any other clerk. The said Circular No. 4/88 dated 25-6-88 reads as follow:

“The ledger-keeper/teller/log book writer/any other clerk will prepare a reconciliation sheet daily on Form PNB-54 or PNB-55 for savings or current accounts respectively. To ensure that all the vouchers have been posted in the relative accounts, the day's withdrawals will be added to the totals of closing balances of operated accounts to tally the two totals. The reconciliation sheet will be checked by a checking official to his satisfaction.”

3. According to the workmen the preparation of reconciliation sheets daily had been the duty of the checking officials who were supervisory staff and compensated therefore. The entrustment of this duty to clerical staff without any additional remuneration was impermissible. The job in preparing reconciliation sheets requires extra skill and responsibilities and so, in the past this duty was assigned to the supervisory cadre including the accountants. This work was not treated routine work. By assigning this duty to the clerical cadre without any special allowance or extra remuneration amounts to change in service condition. In para 10 of the statement of claim, thus, the relief is sought, a direction to withdraw Circular No. 4/88 dated 25-6-88, being mala fide, unjust and illegal and further, to direct the bank not to hold the general routine clerical cadre employees responsible for a lapses in this behalf who were forced to prepare these reconciliation sheets on and from the date of issuance of the said circular

and further more, to grant any other relief to which the workmen are found entitled.

4. The management has contested the claim by justifying issuance of Circular No. 4/88 dated 25-6-88, which in its view does not involve change in service conditions as pleaded by the workmen. The management denies to have effected any change in classification by Grades nor has withdrawn any customary concession or privilege or has changed in usage under Section 9-A of the Industrial Disputes Act, 1947. It is stated that preparation of reconciliation sheets of savings or current accounts which involves adding the day's receipts to the total of opening balances of operated accounts and adding the day's withdrawals to the closing balances of the operated accounts with a view to tally the two accounts is a clerical duty in the nature. It is routine duty as per the 'Book of Instruction' and in no way involves greater responsibilities or change in service condition. Furthermore, the preparation of the reconciliation sheets is assigned to the general clerical staff and not its checking which continues to be done by the checking staff. It is further pleaded that 'preparation' of reconciliation-sheets does not require special skill or superior supervision; rather, it is a routine clerical duty. The management further clarifies that such duty was assigned earlier to the supervisory staff not because the preparation required extra skill or responsibility but a supervisory staff could also be assigned duties of routine nature in addition to the duties attracting special allowance.

5. Admitted it is, that the 'Book of Instructions' lays down detailed procedures to be followed and formulates system in each area of bank functioning. From time to time, changes are effected for the sake of functional efficiency. By Circular No. 4/88 dated 25-6-88, impugned in this industrial dispute, the management has simply rationalized the duties by demarcating it in two parts viz. preparation of reconciliation sheets and the checking of these sheets. The preparation of reconciliation sheets is a routine duty. This duty is rightly assigned to the general clerical staff cadre without any extra remuneration.

6. For reaching to just conclusion, evaluation whether preparation of reconciliation sheets forms part of supervisory duty? and whether it is a routine duty and may be allocated to the clerks cadre with whatsoever nomenclature.

7. Reliance is placed by the workmen on observation in case law 1976 (1) LLJ 90 between Central Bank of India Ltd Vs Sisir Kumar Shaw:

“Bipartite settlement between Bank and its employees—Special Allowance payable to Special

assistant and others doing duties connected with the clearing house-claim for payment of such allowance—Labour Court allowing such claim on finding of facts—Held, respondent having established his case of performing extra duties involving greater responsibilities, entitled to Special Allowance—Held, claim under S.33(C)(2) maintainable.”

The principle laid down in case law may be applicable in the present case only on proof that the workmen are required to perform extra duties involving greater responsibilities.

8. By allocation of duties to prepare the reconciliation sheet to clerical cadre viz. Ledger Keeper/Teller/Long Book writer/any other clerk, there appears no change of service condition involving section 9-A of the Industrial Disputes Act, 1947. The ‘Book of Instruction’ regulates duties of the various functionaries to serve the public in the bank in efficient manner. No doubt, the workmen may be considered for special allowances, provided they establish that the ‘preparation’ of reconciliation sheets requires greater skill or responsibility. To substantiate their respective stands the workman examined Shri Satish Kumar and the bank, Smt. Sushma Bali, besides, relying on documents and forms regulating duties. The workman’s witness, Satish Kumar merely reiterated the stand taken in the statement of claim but he failed to elucidate, as how the preparation of reconciliation sheets require extra skill or greater responsibility. It is evident from the circular that the checking duty remains with the checking staff. Only the preparation of reconciliation sheets has been entrusted to the clerical cadre. There is no iota of evidence to prove that preparation work requires extra skill or is the work of greater responsibility. To the contrary, Smt. Sushma Bali, management witness stated about the various duties of the clerical staff and further stated that preparation of reconciliation sheets on PNB-54 and PNB-55 is simply clerical work and does not require any greater responsibility or extra skill.

9. This impugned circular, No. 4/88 dated 25.6.88 provides checking of reconciliation sheets by a checking official, which is a supervisory function. This function is not given to the clerical cadre and it still remains with the checking staff.

10. The management has filed Inspection and control Division Circular No. 1078 dated 12-9-85 enclosing therewith the duties of the Special Assistant, who are given special allowances. This circular doesn’t provide that the preparation of reconciliation sheets is one of the duties for which special allowance to special assistant is admissible. Thus, it is concluded that preparation of the reconciliation sheets is a routine duty without requiring any skill or greater responsibility. Such duty does not warrant special

allowance. Para 5.6 of the Bipartite Settlements states that the special allowances are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. The Circular No. 4/88 dated 25.6.88, also, does not change service conditions.

11. Accordingly, the reference is answered against the workmen. The action of the management of Punjab National Bank in issuing Circular No. 4/88 dated 25-6-88 and assigning duly to prepare reconciliation sheets to ledger keeper/teller/long book writer/any other clerk, is not illegal, and unjustified.

12. Award as above.

Lucknow

30-7-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 262/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-02 को प्राप्त हुआ था।

[ सं. एल-12011/79/98-आई. आर. (बी- II) ]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2746.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 262/99) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 02-08-2002.

[No. L-12011/79/98-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT

Shri B. Biswas,

Presiding Officer.

In the matter of an Industrial Dispute under Section 10

(1) (d) of the I. D. Act, 1947.

REFERENCE NO. 262 OF 1999

PARTIES

Employers in relation to the management of Bank of India, Patna and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the Employers : Shri D K Verma, Advocate.

State : Jharkhand Industry : Banking

Dated. Dhanbad, the 10th July, 2002

## AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I. D. Act 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/79/98-JR (B-II), dated, the 28-5-99

## SCHEDULE

“Whether the action of the management of Bank of India in transferring Sh. Jai Parkash from Muzaffarpur Branch to Motijheel Branch is justified? If not, what relief the workman is entitled to?”

2. In this reference both the parties appeared but only the workman side filed Written Statement. Thereafter he abstained himself from appearing before this Tribunal for taking steps further. Even on the date fixed by this Tribunal neither the concerned workman nor his representative was found present on repeated calls. It reveals from the record that several registered notices were sent to the concerned workman but in spite of issuance of notices they failed to turn up before this Tribunal. Under such circumstances, there is no other alternative but to pass a ‘No dispute’ Award in this reference. Accordingly a ‘No dispute’ Award is rendered and the reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 6 अगस्त, 2002

का. आ. 2747.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 367/2001) को प्रकाशित

करती है, जो केन्द्रीय सरकार को 25-7-02 को प्राप्त हुआ था।

[सं. एल-12011/152/2000-आई. आर. (बी- II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th August, 2002

S.O. 2747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 367/2001) of the Central Government Industrial Tribunal-cum-LC, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 25-7-2002.

[No. L-12011/152/2000-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR

## PRESENT:

Shri S.K. Dhal, OSJS, (Sr. Branch),  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

Tr INDUSTRIAL DISPUTE CASE NO. 367/2001  
Date of conclusion of hearing—20th June 2002

Date of Passing Award—15th July 2002

## BETWEEN

The Management of the  
Regional Manager, Indian  
Bank, Regional Office, 117/118,  
Station Square,  
Bhubaneswar-751 001. ... 1st Party Management.

## AND

Their Workman, Smt. Radhamani Dei  
Represented through the  
General Secretary, Indian Bank  
Employees Association,  
C/o Indian Bank, 32,  
Ashok Nagar,  
Bhubaneswar-751 009. ... 2nd Party-Union.

## APPEARANCES:

Shri M.D. Mallick,  
Manager (Staff). ... For the 1st Party-  
Management.



None.

... For the 2nd Party-  
Union.

New Delhi, the 7th August, 2002

**AWARD**

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12011/152/2000/IR (B-II), dated 15-09-2000:

“Whether the action of the Management of Indian Bank in relation to their Regional Office, Bhubaneswar in transferring the disputant Smt. Radhamani Dei, Clerk-cum-Shroff while operating the rotational transfer of Computer Operator is violative of the rotational transfer policy? If not, what relief the disputant is entitled to?”

2. Reference was received by the Tribunal on 11-10-2000. Thereafter, notice was issued to both the parties. In pursuance of the notice both the parties have appeared, but in spite of adjournments given to the 2nd Party to file the Claim Statement, no Claim Statement has been filed. The 2nd Party also did not take any step. Hence, he has been set ex parte.

3. As no Claim Statement has been filed, by the 2nd Party, there is no scope for the Party Management to file the Written Statement.

4. The dispute was raised at the instance of the 2nd Party. The 2nd Party is required to file the Claim Statement, list of witness, documents and to place the materials before the Tribunal in support of their case, but that has not been done. So, it cannot be said that the action of the 1st Party-Management in relation to their Regional Office, in transferring the disputant, Smt. Radhamani Dei, Clerk-cum-Shroff while operating the rotational transfer of computer operator is violative of the rotational transfer policy. The 2nd party-Workman is also not entitled for any relief.

5 Reference is answered accordingly.

S. K. DHAL, Presiding Officer.

नई दिल्ली, 7 अगस्त, 2002

**का. आ. 2748.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 11/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-8-02 को प्राप्त हुआ था।

[ सं. एल-12012/235/97 आई. आर. (बी-II) ]

सी. गंगाधरण, अवर सचिव

**S.O. 2748.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/98) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 6-8-2002.

[No. L-12012/235/97-I.R. (B-II)]

C. GANGADHARAN, Under Secy.

**ANNEXURE**

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2)  
AT DHANBAD

**PRESENT**

SHRI B. BISWAS,

Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

**REFERENCE NO. 11 of 1998**

**PARTIES :** Employers in relation to the  
Management of UCO Bank, Ranchi  
and their workman.

**APPEARANCES :**

On behalf of the workman : SHRI B. PRASAD, State  
Secretary, UCO Bank  
Employees Association.

On behalf of the employers : SHRI P. K.  
CHATTERJEE,  
Authorised Representative.

State : JHARKHAND Industry : Banking.

Dhanbad, the 25th July, 2002.

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this tribunal for adjudication vide their Order No L-12012/235/97/IR (B-II), dated, 31-12-1997

**SCHEDULE**

“Whether the action of the Management of UCO Bank, Ranchi in terminating the services of Sh. Sunil

Singh without compliance of Mandatory provision of Industrial Disputes Act, 1947 is legal and justified? If not, to what relief the said workman is entitled?"

2. In the W. S. it has been submitted by the sponsoring union on behalf of the concerned workman that the concerned workman was orally appointed by the management of UCO Bank, Ranchi Branch on 12-07-1993 to discharge the duties as peon. After appointment the concerned workman was entrusted with carrying on the viz. carrying token book, scroll book from cash department to accounts department and vice-versa, taking out ledgers, registers from the almirah and placing the same on the tables, counters of the Bank, posting of mails to the post office and distribution of dak through peon book, stitching of currency notes/vouchers whenever required, bringing tea, betel from the market as per orders of the members of staff and serving water to the members of staff and the customers of the bank etc. It has been submitted by the sponsoring union that the concerned workman used to attend his office at 9.30 A.M. and would remain upto 6 P.M. and even beyond the schedule period and for his work the management initially paid him Rs. 30 per day which was subsequently enhanced to Rs. 50 per day. It has been further submitted by the sponsoring union that the workman concerned worked under the management from 12-07-93 to 22-04-1997 continuously and more than 240 days in each calendar year. They alleged that on 23-04-1997 the management without giving notice or assigning any reason terminated his services illegally, arbitrarily and violating the principles of natural justice. Accordingly the concerned workman raised an industrial dispute before the ALC (C), Dhurwa, Ranchi for a conciliation which ultimately resulted reference to this Tribunal. The concerned workman accordingly has prayed for his reinstatement in service with effect from 23-04-1997 setting aside the order of termination. He also submitted his prayer for regularisation of his service as Peon in the Bank's subordinate cadre.

3. The Management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the sponsoring union on behalf of the concerned workman asserted in the W.S. the management submitted that since nationalisation of their Bank it has become a state within the meaning of Article 12 of the Constitution of India and is obliged to function within the parameter of Article 14 and 16(1) of the Constitution of India in the matter of appointment. The Constitution mandate to provide equal protection of law and equality before law includes the obligation of the Bank to follow general norms of appointment/engagement of persons in every categories of services. They submitted that all appointments must be to the sanctioned posts in which vacancy has occurred and advertisements have been issued inviting applications including requisition to the

local Employment Exchange in regard to subordinate and inferior service. The selection and appointment has to ensure that every applicant is considered honestly and eligibility in order of merit to reflect the position for the purpose of inter-se seniority and the officer making appointment, howsoever flimsy the character of appointment/management may be, must be so empowered by the Bank so as to create some semblance of right in any appointee or person engaged transitory, howsoever transitory the management may be. It is certain that no Branch Manager of the Bank has been authorised to make any appointment to any post sanctioned or unsanctioned. The management submitted that the concerned workman never applied for engagement before the Manager of Ranchi Branch in response to any advertisement and equally indisputable would be the fact that when the concerned workman was purportedly engaged, entitlement for engagement of 100 of other unemployed persons possessing identical, if not better qualification were not considered. That on the very date of birth in service of casual engagement, the concerned workman was purportedly engaged unconstitutionally and he cannot maintain legal right for the continuation of such working in the guise of provisions of Industrial Disputes Act, 1947. Actually the concerned workman had been offered some solatium for some services rendered on isolated dates in flagrant violation of constitutional mandate, the entertaining of his claim would offer the madate or Article 14 and 16 of the Constitution of India enshrined in fundamental rights chapter of the Constitution. Accordingly the management submitted that the concerned workman had no right to claim continuous of a wrongly and unconstitutional engagement with the Bank. At no time approval to engagement or payment of wages was obtained from the competent authority, no appointment letter was issued and no payment slip was issued as well the claim of appointment is made against non-existing post. Since the concerned workman and many others had been utilised by those who do not have the authority to engage a policy decision was taken to discontinue engagement of entire class as a whole without fear, favour or discrimination. The management further submitted that a meeting had taken place on 18-03-97 at which Hon'ble Mr. P. Chidambaram, Finance Minister, Government of India had discussion with the members of the Board of Directors of the Bank as also with the representatives of the Union/association. Amongst other it was decided that a Turn Around Plan be formulated and it further postulated avoidance of unproductive expenditure. In its own turn, All India UCO Bank Employees Federation has circulated on 9th April, 1997 a joint action plan which among other inter alia declared (1) the management on their part shall adopt all measures to curb the expenditure, improving the decision-making qualitatively and taking the administration to provide necessary inspiration to the lower level cadres (b) full

cooperation to control expenditure was to be provided by the Union to the Bank. The management further submitted that on 29-03-1997 Zonal Manager of the Bank has directed that no engagement of casual worker except those who stand empanelled as casual worker would be utilised by any Branch Manager/Head of the Office authority would be personally responsible for any such engagement. According to the said decision the management submitted that where there is not even one Sub-staff empanelled worker in the Zone should be sent to such branches or the general procedure of recruitment should be followed. By the said circular the management further directed that all the Branch Manager, Divisional Manager or Zonal Head Office will be held responsible personally and shall be liable to accountable for and also will face disciplinary action if it is found that violating the specific direction of the circular he engaged any casual workers for the work of the Bank. The management submitted that the concerned workman never worked regularly which he has claimed. Moreover, his engagement was contrary to the policy of the management and the Branch Manager engaged him illegally and arbitrarily and for which he is not entitled to get any relief which he has prayed. Accordingly the management submitted their prayer to pass an Award rejecting the claim of the concerned workman.

4. The points to be considered in this reference are :—

“Whether the action of the management of UCO Bank, Ranchi in terminating the services of Shri Sunil Singh without compliance of mandatory provisions of Industrial Disputes Act, 1947 is legal and justified? If not, to what relief the said workman is entitled?”

#### DECISION WITH REASONS

5 The concerned workman in order to substantiate his claim examined himself as witness in the instant case while the management also in order to substantiate their claim examined one witness on their behalf as MW-1. It is the specific claim of the concerned workman that he started working at UCO Bank, Main Road, Ranchi Branch with effect from 12-07-1993 as per verbal order of the Chief Manager with initial wages of Rs. 30 per day. Thereafter his wages at Rs. 50 per day was enhanced with effect from 26-02-1996. He submitted that after started working in the said branch under verbal order of the Chief Manager he used to attend the office at 10.00 A. M. and also used to stay there up to 6 P.M. and in course of his stay in the said bank for work he had to perform various jobs viz. (i) carrying token book, scroll book from Cash Department to Accounts Department and viceversa, (ii) taking out ledgers, registers from the almirah and placing the same on the tables, counters

of the Bank, (iii) posting of mails to the post office and distribution of dak through peon book, (iv) stitching of currency notes/vouchers whenever required, (v) bringing tea, betel from the market as per orders of the members of staff and (vi) serving water the members of staff and the customers of the Bank etc. He further submitted that his service with effect from 12-07-1993 to 22-04-1997 was continuously and he worked for more than 240 days in each calendar year. Disclosing all these facts the concerned workman submitted that all of a sudden on 23-04-1997 the management stopped him from work. He alleged that before stopping from work the management neither issued notice nor gave any compensation to him and accordingly the said order passed by the management was not only arbitrary, illegal but also was against the principles of natural justice. Accordingly he submitted representation to the management but the management did not pay any heed to his appeal. He during his evidence admitted that the management used to pay him wages through vouchers and no appointment letter was given to him for his work. MW-1 during his evidence admitting the claim of the concerned workman to work in the said branch submitted that the concerned workman used to work there absolutely on casual basis. He denied the fact that the concerned workman continuously worked there according the claim. However, he admitted that the concerned workman was removed from his work with effect from 22-04-1997. He submitted further that there was no question of making any entry in the register of the Bank relating to the payment of wages to the concerned workman as it was paid to him through vouchers. This witness further asserted that the concerned workman was not regular staff of their branch. He further submitted that payment of wages to the concerned workman was made from the working expenses under misc. head. Now considering the evidence of WW-1 and MW-1 I find no dispute to hold that the concerned workman worked under the management at Ranchi Branch with effect from 12-07-1993 to 22-04-1997. It is also clear from the evidence of this witness that no appointment letter was issued to the concerned workman while he was engaged there for work. It is the specific contention of the management that to meet with some urgent work occasionally the concerned workman was engaged for work absolutely on casual basis and for such work he was paid Rs. 50 as his wages per day. On the contrary from the submission of the concerned workman it transpires that he worked under the management continuously for the said period and in each calendar year he completed more than 240 days of work. He further alleged that before he was stopped from work the management neither issued any notice nor paid any compensation according to the provision as laid down under Section 25F of the I.D. Act, 1947. Section 25F of the Act clearly speaks that no workman employed in

any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice. Secondly the workman has been paid at the time of retrenchment compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months. Therefore question of serving notice under Section 25F comes in to question if it is established that the concerned workman had served under the management continuously for not less than one year. It is the contention of the concerned workman he continuously worked under the management for more than 240 days in each calendar year and in support of the claim he relied on the statement of works done by him which in course of evidence marked as Ext. W-1 and the details of payment made to him which also during his evidence marked as Ext. W-3.

I have carefully considered the statement of works and the payment vouchers and on careful scrutiny it transpires to me that the concerned workman never completed 240 days of work in each calendar year. Therefore, the plea taken by the concerned workman finds no basis at all. However, there is no dispute to hold that he worked under the management at Ranchi Branch for the period in question which I have already mentioned above. In course of hearing the representative of the concerned workman referred to a decision reported in 1994 (2) PLJR page 249. The case of the concerned workman and the facts disclosed in the decision referred to above appears no conformity because of the fact that the concerned workman has failed to establish in course of hearing that he continuously worked under the management. Stating this fact the representative of the management submitted that in the instant case there was no scope to issue any notice under Section 25F of the I.D. Act. Apart from this fact the representative of the management relied on certain circular marked as Ext. M-1 and M-2 and M-3 relating to engagement of casual workers. I have considered the circulars very carefully. From the circular Ext. M-3 it transpires that on 12-10-89 the management and the All India UCO Bank Employees Federation, United Commercial Bank Employees Association and All India United Commercial Bank Staff Federation entered into a settlement about the employment and absorption of persons engaged on daily wages basis. According to Circular No. CHO/PAS/16/89 dated 19-10-89 the management agrees to absorb such of the casual workers who satisfy the criteria laid hereunder as permanent employees in the subordinate cadre by following the procedure laid down under the settlement. The conditions are as follows :—

- 2(a) Only persons who have been engaged as casual worker for full days work and who have been discharging any of the normal duties in the Bank in the subordinate cadre as casual workers for a period of 240 days or more with or without interruption during the period of 3 years immediately preceding this settlement. However, those who have been engaged as water boy on daily wage would not be eligible for being considered for absorption under this settlement.
- (b) For the purpose of computing 240 days, holidays and Sundays in a week would be included if such person has been engaged for the rest of the days in the said week.
- (c) Age : Such casual worker should have satisfied the normal stipulation in the Bank regarding age, namely, minimum 18 years and maximum 26 years on the date of his first engagement as casual worker. In case of persons belonging to SC/ST categories, relaxation in age as applicable to such categories shall be permitted.
- (d) Educational qualification : Such casual worker should have had a minimum qualification of 8th standard and not passed SSLC or equivalent examination on the date of his first engagement as casual worker.

In clause 4 of the said settlement it has been clearly pointed out that the persons eligible for consideration and who apply in terms of this settlement would be empanelled. Such persons would be absorbed against the vacancies immediately available in the Bank. Persons who are not absorbed immediately shall remain in the penal for being absorbed in the permanent vacancies that would arise in future. No evidence on the part of the concerned workman is forthcoming before this Tribunal in course of hearing that he submitted any petition satisfying his eligibility criteria which I have already mentioned to empanel his name for getting his selection as sub-staff. By this bipartite settlement it has clearly been decided how the casual workers should be absorbed as permanent sub-staff under the management. Accordingly this settlement speaks clearly that in no other way any casual worker is eligible to get his absorption as Sub-staff in the Bank under the management even if it is found that he completed 240 days work. The representative of the management again referring Circular marked Ext.-3 submitted clearly that the officers of different branches under the management were strictly advised for utilisation of the services of the empanelled casual workers. The persons entitled for empanelment may be engaged on daily wage basis either in the same branch or in any branch or nereby branch in

the leave vacancy of permanent members of sub-staff. Accordingly the management directed clearly by the said circular that the officers of different branches should be refrained from engaging any casual worker except out of the empanelled casual worker as per guidelines given therein will be authorised and such engagement if resorted to, by the Branch Manager/Head of Office except in case of sweeper will make such Branch Manager/Head of Office personally accountable for such lapses. It is seen that the Chief Manager knowing fully well of the said circular and the Bipartite settlement entered into between the management and the three union misusing its clear direction engaged the concerned workman on casual basis to perform certain job. He did not consider necessary to engaged any workman from the empanelled list. Therefore there is sufficient reason to say that with ulterior motive the Chief Manager engaged the concerned workman and as a result of which the instant dispute was cropped up. Therefore according to the said circular the Chief Manager cannot avoid his responsibility to account for such lapse. Now the question is when there is a clear bipartite agreement which is very much existing if the case of the concerned workman may be considered according to his prayer when the dispute has been cropped up absolutely due to whimsical decision of the Chief Manager. It is seen that the concerned workman raised this industrial dispute in individual capacity as per provision laid down under Section 2(A) of the I.D. Act. Subsequently in course of hearing the Secretary of the UCO Bank Employees Association came forward and persuaded the case on behalf of the concerned workman. It is seen in the said Bipartite agreement the UCO Bank Employees Association was a party and that agreement came into existence when three unions jointly signed the same along with the management. Therefore, I should say that the Secretary, UCO Bank Employees Association was very much aware about the existence of the agreement and also absorption of casual workers in the Bank. It is seen that in the instant case the representative of the concerned workman devoiding the condition laid down in the said agreement made his submission for absorption of the concerned workman in the Bank on the ground stated in the W. S. I consider that the union concerned it is expected would follow one principle particularly when an agreement is very much in existence and when that agreement came into existence in view of the settlement according between the union and authority. It is seen that the concerned workman was engaged by the Chief Manager as a casual worker in the said branch and in view of the oral order he worked from time to time and against such he received wages from time to time through vouchers. Such work

of this concerned workman cannot be considered as continuous as the concerned workman in course of hearing has failed to substantiate the same properly. There is no cogent evidence at all that the concerned workman worked for more than 240 days in each calendar year. Accordingly after careful consideration of all the facts and circumstances carefully and also in view of the facts already discussed above I hold that the concerned workman did not accrue any right to get himself absorbed as sub-staff under the management ignoring the Bipartite agreement entered into between the union and the management. However, considering the record it is clear that the concerned workman worked under the management more than 240 days within a period of three years. It is further seen that such work which the concerned workman rendered was under verbal direction of the Branch Manager and during this period he received wages from the management through vouchers. It is seen that the management entered into a Bipartite agreement relating to empanelment of the casual workers for their future absorption as sub-staff against permanent vacancies. The said circular on the basis of the Bipartite agreement was issued by the management on 19-10-89. It is clear that the said bipartite agreement was valid to a certain period. In the said agreement the eligibility criteria was fixed for empanelment of the casual worker under the management. It is seen that the concerned workman worked under the management continuously from more than three years and it is further seen that during this period he worked for more than 240 days. I have already observed that there is no scope for regularisation of his service as sub-staff but as he rendered his sincere service under the management for a continuous period opportunity may be given to him for his empanelment for future absorption as sub-staff subject to the condition if he fulfils the eligibility criteria as noted in the said agreement. In the result, the following Award is rendered —

“The action of the management of UCO Bank Ranchi is terminating the services of Sh. Sunil Singh without compliance of mandatory provision of I. D. Act, 1947 is legal and justified. However, the management is directed to empanel the concerned workman for this future absorption subject to the fulfilment of the eligibility criteria as per agreement dt. 19-10-89.”

The management is directed to implement the Award in the light of the direction given above within the three months from the date of its publication in the Gazette of India.

B. BISWAS, Presiding Officer.

